

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>		1. SOLICITATION NUMBER		2. (X one)	
		F04701-99-R-0500		a. SEALED BID	
				X b. NEGOTIATED (RFP)	
				c. NEGOTIATED (RFQ)	

  

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on Standard Form 33, and other sections of this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

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3. ISSUING OFFICE (*Complete mailing address, including Zip Code*)

NPOESS Integrated Program Office  
E/IP Centre Bldg  
8455 Colesville Rd Ste 1450  
Silver Spring MD 20910

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ITEMS TO BE PURCHASED (*Brief Description*)

Program Definition and Risk Reduction (PDRR) for the National Polar-orbiting Operational Environmental Satellite System (NPOESS)

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5. PROCUREMENT INFORMATION (*X and complete as applicable*)

X	a. THIS PROCUREMENT IS UNRESTRICTED				
	b. THIS PROCUREMENT IS A 0 % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). ( <i>See Section I of the Table of this solicitation for details of the set-aside.</i> )				
	(1) Small Business		(2) Labor Surplus Area Concerns		(3) Combined Small Business Area Concerns

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6. ADDITIONAL INFORMATION

20 AUG 1999  
THIS IS ANOTHER UPDATED DRAFT RFP.  
THE DATES IN THIS DRAFT RFP SUPPOSE A FINAL RFP RELEASE DATE OF 3 SEP 1999, BUT ACTUAL RELEASE MAY BE SOONER OR LATER AND DATES IN THE FINAL RFP WILL BE ADJUSTED AS APPROPRIATE.

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7. POINT OF CONTACT FOR INFORMATION

a. NAME ( <i>Last, First, Middle Initial</i> ) John M. Inman	b. ADDRESS ( <i>Include Zip Code</i> ) See Block 3
c. TELEPHONE NUMBER ( <i>Include Area Code and Extension</i> ) (NO COLLECT CALLS) 301/427-2084x162	

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OF SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/> YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD FOLD

FOLD FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER F04701-99-R-0500		
DATE (YYMMDD) 1999 Aug 19	LOCAL TIME	TO

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A2		PAGE 1 OF 23 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. DRAFT F04701-99-R-0500		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED DRAFT 20 AUG 1999		6. REQUISITION/PURCHASE NO.  See Section G		
7. ISSUED BY SMC/CIK CODE F04701 NPOESS INTEGRATED PROGRAM OFFICE E/IP CENTRE BUILDING 8455 COLESVILLE RD, STE 1450 SILVER SPRING MD 20910 JOHN M. INMAN 301/427-2084x162 JINMAN@IPO.NOAA.GOV				8. ADDRESS OFFER TO (If other than Item 7) NPOESS INTEGRATED PROGRAM OFFICE Attn: SOURCE SELECTION RECORDER 8555 16th ST STE 606 SILVER SPRING MD 20910						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. SIC 8731 (1000 employees) applies. The date and time set for receipt of proposals is Monday, 4 OCT 1999, at 12:00noon; except that date and time set for receipt of the paper copies of Volume IV of the proposal (the past and present performance volume) is Monday, 20 SEP 1999, at 12:00noon (see L-101(f)).										
Both paper and electronic proposals are required (see L-102, 103, and L-104). See L-104(e) for details of the Government's testing of offerors' sample CDs.										
10. FOR INFORMATION CALL: ➡		A. NAME John M. Inman				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 301/427-2084x162				
<b>11. TABLE OF CONTENTS</b>										
(√)	SEC.	DESCRIPTION			PAGE(S)	(√)	SEC.	DESCRIPTION		
<i>PART I - THE SCHEDULE</i>						<i>PART II - CONTRACT CLAUSES</i>				
√	A	SOLICITATION/CONTRACT FORM			1	√	I	CONTRACT CLAUSES		
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS			2-6	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT			7	√	J	LIST OF ATTACHMENTS		
√	D	PACKAGING AND MARKING			8	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>				
√	E	INSPECTION AND ACCEPTANCE			9	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
√	F	DELIVERIES OR PERFORMANCE			10-11	K - 1-10				
√	G	CONTRACT ADMINISTRATION DATA			12-13					
√	H	SPECIAL CONTRACT REQUIREMENTS			14-18	√	M	EVALUATION FACTORS FOR AWARD		
						√	M	EVALUATION FACTORS FOR AWARD		
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price setopposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡				ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE  
ConWrite version 3.00

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.21(c)

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0001		1	\$ ____ (*)
		LO	

NPOESS PROGRAM DEFINITION

acrn: 9  
security: U  
nsn: N - NOT APPLICABLE  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION  
descriptive data:

The contractor shall demonstrate and validate critical design issues, including risk reduction, by conducting Cost As an Independent Variable (CAIV) trades (cost/performance and performance/performance), developing draft NPOESS system description documents, initiating process and product demonstrations, and maturing the total system design towards the Preliminary Design Review (PDR) level, in accordance with the Integrated Master Plan (IMP) dated \_\_\_\_ (\*) attached hereto and made a part hereof.

(\*) Offeror Fill-In

000101

FUNDING INFO ONLY

acrn: AA  
descriptive data:  
FY2000 DoD RDT&E 3600 Funds

000102

FUNDING INFO ONLY

acrn: AB  
descriptive data:  
FY2000 DoC funds

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

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0002		1 LO	NSP
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DATA AND REPORTS

security: U  
nsn: N - NOT APPLICABLE  
DD1423 is Exhibit: A  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION  
descriptive data:

The contractor shall deliver all data and reports resulting from CLINs 0001 and 0003 in accordance with Exhibit A, Contract Data Requirements List (CDRL) DD 1423 dated \_\_\_\_ (\*) attached hereto and made a part hereof. The price for this item is included in 0001 or 0003, as applicable.

(\*) Offeror Fill-In

0003		*** HR	***
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SPECIAL STUDY EFFORTS-HOURS

acrn: 9  
security: U  
nsn: N - NOT APPLICABLE  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION  
descriptive data:

The contractor shall perform special study efforts using the procedures of the clause H-101, Special Study Efforts.

The contractor's hourly rates are listed in H-101.

\*\*\* to be inserted during contract performance as hours are authorized by contract modification

000301

FUNDING INFO ONLY

acrn: AA  
descriptive data:  
FY2000 DoD RDT&E 3600 Funds

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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000302

FUNDING INFO ONLY

acrn: AB  
descriptive data:  
FY2000 DoC funds

0004

\*\*\*

\*\*\*

LO

SPECIAL STUDY EFFORTS--OTHER DIRECT COSTS

acrn: 9  
security: U  
nsn: N - NOT APPLICABLE  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION

descriptive data:

The contractor shall perform special study efforts using the procedures of the clause H-101, Special Study Efforts.

\*\*\* to be inserted during contract performance as hours are authorized by contract modification

000401

FUNDING INFO ONLY

acrn: AA  
descriptive data:  
FY2000 DoD RDT&E 3600 Funds

000402

FUNDING INFO ONLY

acrn: AB  
descriptive data:  
FY2000 DoC funds

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0005		1 LO	\$ ____ (*)
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OPTION ITEM -- NPOESS TOTAL SYSTEM PRELIMINARY DESIGN (PDR)

acrn: 9  
security: U  
nsn: N - NOT APPLICABLE  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION  
descriptive data:

OPTION ITEM. The contractor shall demonstrate and validate critical design issues, including risk reduction, by completing the cost/performance and performance/performance trades process, initiating process and product demonstration, and maturing total system design to the Preliminary Design Review (PDR) level, in accordance with Integrated Master Plan (IMP) dated \_\_\_\_ (\*) attached hereto and made a part hereof.

(\*) Offeror Fill-In

0006		1 LO	NSP
------	--	---------	-----

OPTION ITEM DATA AND REPORTS

security: U  
nsn: N - NOT APPLICABLE  
DD1423 is Exhibit: A  
contract type: J - FIRM FIXED PRICE  
inspection: DESTINATION  
acceptance: DESTINATION  
fob: DESTINATION  
descriptive data:

The contractor shall deliver all data and reports resulting from Option CLIN 0005 in accordance with Exhibit A, Contract Data Requirements List (CDRL) DD 1423 dated \_\_\_\_ (\*) attached hereto and made a part hereof. The price for this item is included in 0005.

(\*) Offeror Fill-In

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price   (\*)  

Applicable to following Line Items: 0001

(\*) Offeror Fill-In

**B-101 INCREMENTAL FUNDING (FOR INFORMATION ONLY) (AUG 1999)**

Although the Government may make unilateral funding actions at any time, it anticipates providing funding (1) upon award of the contract, (2) on or about 1 Nov 2000, and (3) on or about 1 Nov 2001. The offeror anticipates receiving funding according to the schedule below in order to meet its contract objectives:

CLIN	Total Price	Amount Needed Upon Contract Award	Amount Needed o/a 1 Nov 2000	Amount Needed o/a 1 Nov 2001
0001	\$ <u>  (*)  </u>	\$ <u>  (*)  </u>	\$ <u>  (*)  </u>	\$ <u>  (*)  </u>

NOTE: This anticipated funding schedule is provided for the Government's planning purposes only, and creates no right or entitlement for the offeror.

(\*) Offeror Fill-In



**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**C-101 WORK DESCRIPTION (AUG 1999)**

The Integrated Master Plan (IMP) constitutes the work description for this contract.

	<u>pages</u>	<u>date</u>
Integrated Master Plan	<u>(*)</u>	<u>(*)</u>

(\*) Offeror Fill-In

**C-102 REFERENCE DOCUMENTS (AUG 1999)**

The following documents are provided as references, but are not incorporated into the RFP/contract. Offerors should understand the documents and use them as guidance when preparing their proposals.

NPOESS Technical Requirements Document (TRD), version 5, 20 Aug 1999

NPOESS TRD Appx D, Version 5, 20 Aug 1999

NPOESS TRD Appx C, Version 1, 20 Aug 1999

Interface Requirements Document (IRD), version 3, 21 May 1999

IDPS Functional Description Document (FDD), 20 Aug 1999

NPOESS Glossary, 11 Nov 1998

NPOESS Acronyms, 21 Jun 1999

All of the above are available electronically in the NPOESS Library at <<http://npoesslib.ipnoaa.gov>>, as well as other documents not listed here, such as System Requirements Documents (SRDs) for various NPOESS sensors. All documents in the NPOESS electronic library are available for reference.

NO CLAUSES OR PROVISIONS IN THIS SECTION

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (MAY 1997)**

The Contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

**E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)**

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

NPOESS IPO (Attn: Contracting Officer), E/IP Centre Bldg, 8455 Colesville Rd Ste 1450, Silver Spring MD 20910

(b) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

NPOESS IPO (Attn: Contracting Officer), E/IP Centre Bldg, 8455 Colesville Rd Ste 1450, Silver Spring MD 20910

**E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)**

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the NPOESS Integrated Program Office's Associate Director for Acquisition (or designee), NPOESS IPO, E/IP Centre Bldg, 8455 Colesville Rd Ste 1450, Silver Spring MD 20910.

PART I - THE SCHEDULE  
SECTION F - DELIVERIES OR PERFORMANCE

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ITEM	SUPPLIES	SCHEDULE DATA	Qty	Ship To	Mark For	Trans Pri	Date
0001			1	U		0	ASREQ
	noun:	NPOESS PROGRAM DEFINITION					
	acrn:	9					
	sec class:	U					
	descriptive data:						
The period of performance of this CLIN is from date of award to 30 Mar 2002.							
0002			1	U		0	ASREQ
	noun:	DATA AND REPORTS					
	sec class:	U					
0003			1	U		0	ASREQ
	noun:	SPECIAL STUDY EFFORTS-HOURS					
	acrn:	9					
	sec class:	U					
	descriptive data:						
The period of performance of this CLIN is from date of award to 30 Mar 2002, unless extended by exercise of option; except that any special study effort directed during this period may extend beyond the period until complete.							
0004			1	U		0	ASREQ
	noun:	SPECIAL STUDY EFFORTS-OTHER DIRECT COSTS					
	acrn:	9					
	sec class:	U					
0005			1	U		0	ASREQ
	noun:	OPTION ITEM -- NPOESS TOTAL SYSTEM PRELIMINARY DESIGN (P					
	acrn:	9					
	sec class:	U					
	descriptive data:						
The period of performance of this Option CLIN (if the Option is exercised) is 01 Apr 2002 - 31 Dec 2002.							
0006			1	U		0	ASREQ
	noun:	OPTION ITEM DATA AND REPORTS					
	sec class:	U					

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

<u>CLIN Number</u>	<u>Period of Performance</u>
0005-0006	1 APR 2002 - 31 DEC 2002

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Period of performance under this contract shall be date of award to 30 Mar 2002, unless extended by exercise of option .

PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

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ACRN	Appropriation/Lmt	Subhead/Supplemental	Accounting Data	Obligation Amount
AA	57 03600	290 4730 644056	010000 00000 63434F 672300 F72300	
	pr/mipr:	DOD USAF TBD		
AB	13 X1460			
	pr/mipr:	DOC NOAA TBD		

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

Remittance address: '   (\*)  

(\*) Offeror Fill-In'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**G003 TECHNICAL CONTRACT MANAGER (MAY 1997)**

Government Program Manager: Ronald L. Graves, Lieutenant Colonel, USAF, 301/427-2084 x115, NPOESS IPO, E/IP Centre Bldg, 8455 Colesville Rd Ste 1450, Silver Spring MD 20910

**G005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (FEB 1997)**

Payment for all effort under this contract should be made in the order and amounts shown in the informational subline(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

<u>ACRN</u>	<u>SUBCLIN NO.</u>	<u>TOTAL OBLIGATED</u>
<<to be provided at contract award>>		

(1) INVOICING INSTRUCTIONS: Within each CLIN, invoice first against DoD funds until all DoD funds are expended; thereafter, invoice against DoC funds. The invoice should clearly reference the appropriate informational subCLINs. Each invoice should include the contract number, CLIN, subCLIN, and ACRN against which invoicing is made. Invoices citing DoD funds should be mailed to the address in block 25 on the SF33; invoices citing DoC funds should be mailed to Department of Commerce, NOAA Finance Services Division/0A111, 20020 Century Blvd, Caller Service 7025, Germantown MD 20874.

(2) PAYMENT INSTRUCTIONS: Within each CLIN, each invoice will be paid in full from DoD-funded ACRNs first with payment from oldest funds first. After all DoD funds are expended, then payment may be made from DoC-funded ACRNs with payment from oldest funds first. No other payment procedure is authorized without specific authorization from the contracting officer.

**G009 INCREMENTAL FUNDING WITH SCHEDULE (OCT 1998)**

This contract is incrementally funded pursuant to the Limitation of Funds clause, DFARS 252.232-7007. Funds are hereby obligated in the amount of <<to be provided at contract award>> and it is estimated that they are sufficient for contract performance though <<to be provided at contract award>>.

**G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)**

In accordance with FAR 52.204-03, Taxpayer Identification Number is   (\*)  .

(\*) Offeror Fill-In

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**H001 OPTIONS (MAY 1997)**

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

<u>CLIN Number</u>	<u>Price</u>	<u>Conditions</u>
0005	\$ (*)	see 52.217-7
0006	not separately priced	

(\*) Offeror Fill-In

**H011 GUARANTEED FINAL REPORT (FEB 1997)**

If this contract is terminated prior to completion, the Contractor agrees to provide a final report in accordance with Exhibit A, Data Item (\*). During the life of the contract, the contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of said final report.

(\*) Offeror Fill-In

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

**H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: F04701-99-R-0500

**H-101 SPECIAL STUDY EFFORTS (APPLICABLE TO CLIN 0003 AND 0004) (AUG 1999)**

(a) The Government may require the contractor to accomplish certain special study efforts during the period of the contract. The scope of these special study efforts may include assessing life cycle cost and design impacts resulting from changing/evolving requirements, providing cost/engineering trades on objective system design changes, and other efforts directly related to NPOESS program definition and risk reduction (including evaluating impacts resulting from decisions of NPOESS component sensor contractors) but which were not foreseen by the Government at time of contract award. In the event the need for a special study effort arises during contract performance, the procedures of this clause will be followed.

(b) The Government will define the objective for each special study effort. Upon receipt, the Contractor shall submit to the Government a proposal which shall include, as a minimum, a description of how the Contractor will accomplish the effort and the number of hours required for effort completion and other direct costs as applicable.

(c) The effort to be performed shall be incorporated into Attachment 6 hereto as directed by the contracting officer as a unilateral modification of the contract using the SF 30. Each modification shall—

- (1) identify a reference number for the special study effort;
- (2) provide specific direction as to the effort to be accomplished;
- (3) establish a period of performance for the effort;
- (4) establish the maximum number of study hours to be expended; and
- (5) establish the price for the effort and the amount chargeable to CLIN 0003 (hours) and 0004 (ODCs).



(d) A labor hour is defined as an hour of direct labor consistent with the contractor's Cost Accounting Standards (CAS) Disclosure statement, capable of exact quantitative measurement, performed by direct charge personnel engaged in performing, creating and/or regulating the technical activities of the contract. The composite price per hour offered by the contractor shall be fully loaded with all appropriate indirect charges. The firm-fixed-price of each special study effort shall be calculated by utilizing the quantity of hours proposed times the applicable composite labor rate below plus any other direct costs.

<u>Period (Per FY)</u>	<u>Price Per Hour</u>
SPECIAL STUDIES, FY00	\$ <u>(*)</u>
SPECIAL STUDIES, FY01	\$ <u>(*)</u>
SPECIAL STUDIES, FY02	\$ <u>(*)</u>
SPECIAL STUDIES, FY03	\$ <u>(*)</u>

(g) In no case shall the total number of hours for CLIN 0003 exceed 24,000 hours, except that if Option CLIN 0005 is exercised, the total number of hours for CLIN 0003 shall not exceed 37,000 hours.

(\*) Offeror Fill-In

#### **H-102 YEAR 2000 COMPLIANCE (AUG 1999)**

The National Polar-Orbiting Environmental Satellite System shall be year 2000 compliant. Year 2000 compliant means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

#### **H-103 GOVERNMENT DIRECTION AND INSIGHT (JUL 1999)**

During performance of this contract, Government personnel (and its support contractors) may frequently be present at the contractor's plant and have other contacts with contractor personnel. Additionally, the contractor will be required to interact and cooperate with persons supporting various Government working groups. The Government personnel (and its support contractors) will advise the contractor, review designs, and provide clarifications from time to time; however, these personnel will not approve or disapprove designs. Neither shall associate contractors (such as sensor contractors) have any authority to direct the contractor. The contractor shall not construe advice, reviews and clarifications by these personnel as direction by the Government. The contracting officer shall be the only individual authorized to redirect the effort or in any way modify any terms of this contract.

#### **H-104 DOWNSELECT APPROACH (AUG 1999)**

(a) The Government's downselect approach contemplates that continued development and production of the NPOESS system into the Engineering and Manufacturing Development (EMD) and Production phase will be performed by a contractor awarded a contract in response to this PDRR solicitation F04701-99-R-0500. However, the Government intends to consider all proposals submitted in response to a Request for Proposals (RFP) which may be issued shortly before the Milestone II/III decision (tentatively scheduled for Mar 2002). That RFP will solicit competitive proposals for EMD including a CWBS, System Specification, interface documents, IMP/IMS, CDRLs, and other documents as appropriate. Proposal costs for the future RFP shall not be allowed as direct charges to this contract. Any future contract for EMD/Production shall only be entered into after a favorable Milestone II/III Decision is reached in accordance with DoD 5000.2-R.

(b) The Government reserves the right not to downselect at all, and it reserves the right to revise these downselect procedures at any time prior to award of the EMD contract. The Government contemplates exercising the option if the Milestone II/III decision is delayed, but reserves the right to—

(i) postpone the Milestone II/III decision and extend the development effort by exercising the PDR option on

all contracts resulting from this solicitation, or

(ii) exercise the PDR option on one of the contracts resulting from this solicitation following a Milestone II/III decision.

(c) The evaluation criteria and procedures for the EMD/Production acquisition will be outlined in the future RFP. Although not necessarily the determinative factor, cost or price will contribute significantly to the downselection. Also, subcontracting goals with small businesses, small disadvantaged businesses, and women-owned businesses will contribute to the downselection. Any firm not awarded a contract under this solicitation F04701-99-R-0500 which desires to compete for the projected future EMD/Production contract will be permitted to do so. Such a firm will be required to demonstrate a level of system maturity at least equivalent to the level to be attained under the contract(s) awarded under this solicitation at the time the RFP for the EMD/Production acquisition is released. Such a firm will be required to submit data equivalent to the deliverables required under the contract(s) resulting from this PDRR solicitation and to provide, at no expense to the Government, a system review at the IDR level of maturity including PDR level for NPP components of the IDPS and C3 segments. The contracting officer will provide specific submittal data and timeframes upon request.

#### **H-105 ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION (JUL 1999)**

(a) This contract covers part of the NPOESS program which is under the general program management of the tri-agency Integrated Program Office. The Government has entered into contracts with the Aerospace Corporation, MIT Lincoln Laboratory, and the Mitre Corporation (Federally Funded Research and Development Centers (FFRDCs)) for the services of technical groups which will support the NPOESS program office by performing General Systems Engineering & Integration (GSE&I).

(b) GSE&I deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the Government System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this contract, the contractor agrees to cooperate with the FFRDCs by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced from and excluding financial data; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate FFRDC technical personnel. The FFRDC personnel engaged in GSE&I are authorized access to any technical information pertaining to this contract.

(d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the contractor. This agreement does not relieve the contractor of its responsibility to manage its subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government (or the FFRDCs) and such subcontractors.

(e) FFRDC personnel are not authorized to direct the contractor in any manner.

(f) The FFRDCs have agreed not to engage in the manufacture or production of commercial hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit-seeking concern.

#### **H-106 HANDLING OF DATA (AUG 1999)**

(a) In the performance of this contract, it is anticipated that the contractor may have access to, be furnished, or use data in the following categories (which may be technical data, computer software, administrative data, management information, or financial data (incl. cost or pricing data)):

- (1) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use or dissemination of which the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors, and licensees of such data, the contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified by the contracting officer as being subject to this clause, to—

- (1) use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) allow access to such data only to those of its employees that require access for their performance under this contract; and
- (3) return or dispose of such data, as the contracting officer may direct, when the data is no longer needed for contract performance.

(c) The contractor shall ensure its subcontracts include a data protection clause before releasing information to its subcontractors pursuant to (b)(1) above.

(d) In the event that data includes a legend that the contractor deems ambiguous, inappropriate, or incorrect, the contractor shall treat such data as indicated above unless otherwise directed after obtaining clarification from the contracting officer.

(e) Notwithstanding the above, the contractor shall not be restricted in the use, disclosure, and reproduction of any data that—

- (1) is, or becomes, generally available or public knowledge without breach of this clause;
- (2) is known to, in the possession of, or developed by the contractor independently of data made available under this contract;
- (3) is rightfully received by the contractor from a third party without restriction; or
- (4) is required to be produced by the contractor pursuant to a court order or other Government action.

(f) If the contractor believes that any of the events or conditions in (d) above remove restriction on the use, disclosure, or reproduction of data, the contractor shall promptly notify the contracting officer of such belief before acting on such belief.

#### **H-107 WORKING GROUPS (JUL 1999)**

(a) In addition to supporting Government participation in the contractor's internal integrated product teams (IPTs) or equivalent structures, the contractor will provide support to and actively engage in working groups managed by the NPOESS IPO, as follows:

<u>Working Group</u>	<u>Anticipated Frequency</u>
Management	2 times per year
Systems Engineering	4 times per year
Interface Definition	4 times per year
Operations	2 times per year

Test & Evaluation

2 times per year

(b) Working group meetings will be held at the PDRR contractor facilities. If more than one PDRR contract is awarded, meetings may be scheduled for both PDRR contractors separately or jointly, as needed.

**Contract Clauses** in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

**FAR: FAC 97-11; DFAR: DCN19990507; DL: DL 98-021; Class Deviations: CD 98-00014; AFFAR: 1996 Edition; AFMCFAR: AFMCAC 97-3; AFAC: AFAC 96-1; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITION (OCT 1995)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.217-07	OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989) Period of time is 'on or before 01 JULY 2001'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (JUN 1999)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- 52.223-02 CLEAN AIR AND WATER (APR 1984)
- 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
Para (b), Material Identification No: '  (\*)    
(\*) Offeror Fill-In'
- 52.223-06 DRUG-FREE WORKPLACE (JAN 1997)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- 52.226-01 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (MAY 1999)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- 52.229-05 TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- 52.232-02 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-16 PROGRESS PAYMENTS (JUL 1991)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
- 52.232-25 PROMPT PAYMENT (JUN 1997)  
Para (b)(1), Contract financing payments shall be made on the '30th'
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)  
CO shall insert date, days after award, days before first request, date specified for receipt of offers or "concurrent with first request"; otherwise, if not prescribed, insert "no later than 15 days prior to submission of the first request for payment. 'no later than 15 days prior to submission of first payment request'
- 52.233-01 DISPUTES (DEC 1998)
- 52.233-01 DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- 52.234-01 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)  
Para (b), Number of calendar days is '30 days'  
Para (d), Number of calendar days is '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998)  
Para (e), approval required on subcontracts to: 'NONE'  
Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: '  (\*)    
(\*) Offeror Fill-In'

52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-09	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
52.252-04	ALTERATIONS IN CONTRACT (APR 1984) Portions of this contract are altered as follows: 'In 52.215-08 (Order of Precedence--Uniform Contract Format), the Integrated Master Plan (IMP) is understood to have precedence over all other "other documents, exhibits, and attachments" within paragraph d of the clause.'
52.252-06	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

#### **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (MAR 1998)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1999)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7004	DOD PROGRESS PAYMENT RATES (FEB 1996)
252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) Para (a), Contract line items incrementally funded (first item number) '0001' Para (a), Contract line items incrementally funded through (last item number) 'n/a' Para (a). Sum of the total price that is presently available for payment and allotted to this contract is '<<to be provided at contract award>>'

Para (i), On execution of the contract, the funds available: '<<to be provided at contract award>>'  
MonthDay199X: '<<to be provided at contract award>>'  
Funds allotted: '<<to be provided at contract award>>'  
MonthDay199X: '<<to be provided at contract award>>'  
Funds allotted: '<<to be provided at contract award>>'  
MonthDay199X: '<<to be provided at contract award>>'  
Funds allotted: '<<to be provided at contract award>>'  
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)  
Para (a), name of contracting agency(ies): 'NOAA/USAF/NASA NPOESS Integrated Program Office'  
Para (a), contract number(s): '<<to be provided at contract award>>'  
Para (b), name of contracting agency(ies): 'NOAA/USAF/NASA NPOESS Integrated Program Office'  
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (MAY 1995)  
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)  
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)  
Para (d), Substances are 'NONE'

### **D. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES**

5352.219-9002 SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLANS (TEST PROGRAM) (AFMC) (JUL 1997)  
Subcontracting Plan dated: '\_\_(\*)'  
(\*) Offeror Fill-In'  
5352.225-9001 ENGLISH LANGUAGE REQUIREMENTS (AFMC) (JUL 1997)  
5352.243-9001 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (AFMC) (JUL 1997)  
Para (a), Dollar Amount '\$20,000.00'  
Para (a), Dollar Amount 'N/A'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

### **A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

#### **52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

### **B. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES IN FULL TEXT**

#### **5352.217-9010 ASSOCIATE CONTRACTOR AGREEMENTS (AFMC) (JUL 1997)**

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract



requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the National Polar-orbiting Operational Environmental Satellite System (NPOESS) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

(b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate Contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.

(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(h) The following contractors are associate contractors with whom agreements are required:

<u>CONTRACTOR</u>	<u>ADDRESS</u>	<u>PROGRAM/CONTRACT(S)</u>
-Ball Aerospace and Technologies Corp.	PO Box 1062 Boulder CO 80306-1062	OMPS Prime Contractor and CMIS developer
-Saab-Ericsson Space AB	S-405 15 Goteberg Sweden	GPSOS developer
-Hughes Electronics Corp.	PO Box 92919 Los Angeles CA 90009-9210	CMIS developer
-Raytheon Co. Santa Barbara Remote Sensing	75 Coromar Dr Goleta CA 93117	VIIRS and CrIS developer
-ITT Industries Aerospace Communications Div.	PO Box 3700 Fort Wayne IN 46801	VIIRS and CrIS developer
-the NPP Spacecraft contractors—to be determined by NASA GSFC after contract award		
-the ATMS developers—to be determined by NASA GFSC after contract award		

#### **5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (JUL 1997)**

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the subcontracting plan contained in (\*) (insert proposal number or contract number) dated (\*) (insert date) is incorporated herein by reference. The small business goal is (\*) (insert goal percentage). The

small disadvantaged business goal is   (\*)   (insert goal percentage). The women-owned small business goal is   (\*)   (insert goal percentage).

(\*) Offeror Fill-In

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	<u>  (*)  </u>	<u>  (*)  </u>	Contract Data Requirement List (CDRL) (DD Form 1423)
ATTACHMENT 1	4	20 AUG 1999	Statement of Objectives
ATTACHMENT 2	<u>  (*)  </u>	<u>  (*)  </u>	Integrated Master Plan (IMP)
ATTACHMENT 3	<u>  (*)  </u>	<u>  (*)  </u>	Contract Work Breakdown Structure
ATTACHMENT 4	<u>  (*)  </u>	<u>  (*)  </u>	Subcontracting Plan
ATTACHMENT 5	2	***	DD Form 254, Contract Security Classification
ATTACHMENT 6	*****	*****	Special Study Efforts

(\*) Offeror Fill-In

\*\*\* to be provided at contract award

\*\*\*\*\* to be inserted during contract performance as special study efforts are authorized

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)  
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT PROVISIONS**

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)  
252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 1999)  
252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS IN FULL TEXT**

**52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)**

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative

agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name-----

TIN-----

**52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.215-06 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance  
(street address, city,  
state, county, zip code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other Than

Offeror or Respondent

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-----

**52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) - ALTERNATE I (OCT 1998) - ALTERNATE II (JAN 1999)**

(a)

(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_ [insert SIC code].

(2) The small business size standard is \_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_\_ is, \_\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 1998). As prescribed in 19.307(a)(1), add the following paragraph (b)(4) to the basic provision:

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Jan 1999). As prescribed in 19.307(a)(3), add the following paragraph (b)(5) to the basic provision:

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-01 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-



----- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

----- (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

----- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

----- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

**B. DEFENSE FAR SUPP CONTRACT PROVISIONS IN FULL TEXT**

**252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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**252.226-7001 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION STATUS (JAN 1997)**

(a) Definitions.

"Historically black colleges and universities," as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this provision, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Status.

If applicable, the offeror shall check the appropriate box below:

\_\_\_\_\_ A historically black college or university

\_\_\_\_\_ A minority institution

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date	_____
Printed Name and Title	_____
Signature	_____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

- 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)  
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  
Rated Order: 'DO A2'  
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)  
52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'Firm-Fixed-Price'  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)  
52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)  
52.233-02 SERVICE OF PROTEST (AUG 1996)  
Para (a) Official or location is 'Contracting Officer, NPOESS IPO, E/IP Centre Bldg, 8455  
Colesville Rd Ste 1450, Silver Spring MD 20910'  
52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)  
52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT PROVISIONS**

- 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE  
GOVERNMENT (JUN 1995)

**C. AIR FORCE MATERIEL COMMAND FAR CONTRACT PROVISIONS**

- 5352.215-9014 SUBMISSION OF COST OR PRICING DATA (AFMC) (AUG 1998)  
Para (b), Number of calendar days is '20'  
5352.215-9016 ACQUISITION OMBUDSMAN (AFMC) (JUL 1997)  
Ombudsman's name is 'Mr Les Bordelon'  
Ombudsman's telephone number is '310/363-3818'  
5352.232-9000 NOTICE OF FUNDING STATUS (AFMC) (JUL 1997)  
5352.232-9002 ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE PROFILE (AFMC) (JUL 1997)  
Fiscal YR and Estimated Amount: '  
FY2000 \$4,800,000  
FY2001 \$12,700,000  
FY2002 \$3,150,000  
FY2002 \$25,600,000 (for the Option CLIN only)  
The figures represent the funding profile for each contract awarded under this solicitation  
(NOTE: the figures do not include the Special Studies CLINs, which will be funded separately as  
the need arises).'  
5352.245-9005 ELIMINATION OF COMPETITIVE ADVANTAGE IN THE USE OF GOVERNMENT  
PROPERTY (AFMC) (JUL 1997)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS IN FULL TEXT**

**52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL**

**SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**B. ADMINISTRATIVE AND ONE-TIME-USE PROVISIONS IN FULL TEXT**

**L011 APPLICABLE CLAUSES (OCT 1997)**

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Comprehensive Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-16, DFARS 252.219-7003, and DFARS 252.219-7005.

**L014 SOLICITATION EXCEPTIONS (FEB 1997)**

Should the Offeror not concur with the proposed contract schedule and provisions, or desires modification thereto, it should be so stated in the proposal transmittal letter with reasons therefor.

#### **L015 RFP TECHNICAL CLARIFICATIONS (FEB 1997)**

Offerors who determine that the technical requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing within 10 days of receipt of the RFP. These questions shall be directed to the contracting officer identified on the cover page of the solicitation.

#### **L025 RELATED IR&D (FEB 1997)**

Offerors are requested to identify any Independent Research and Development programs conducted within the past three years in the technical area being solicited (or which it intends to conduct concurrent with the proposed contract). The significant results of such projects (or anticipated results) should be integrated into the proposals wherever appropriate.

#### **L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)**

a. The Government intends to award without discussions. However, if discussions are held, the following guidelines regarding the competitive range apply.

b. Pursuant to FAR 15.306, the contracting officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation of Proposals" for a definitive listing of these criteria and their relative importance.

c. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the contracting officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Government and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

d. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

e. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

#### **L037 DD FORM 1423 (FEB 1997)**

a. All technical data and identified administrative reports contractually required shall be supplied in accordance with attached CDRL or DD Form 1423.

b. The offeror may propose alternative offers which recommend substitutions or eliminations of the stated requirements. Substantiate each recommendation and describe the projected savings that would result by accepting the alternative offer.

#### **L-101 GENERAL INSTRUCTIONS TO OFFERORS (AUG 1999)**

(a) POINT OF CONTACT. The contracting officer, Mr. John M. Inman, 301/427-2084 x162, is the sole point of contact for this acquisition. Address any questions, written requests for clarification, or concerns to the contracting officer at NPOESS IPO, E/IP Centre Bldg, 8455 Colesville Rd Ste 1450, Silver Spring MD 20910.

(b) WORLD WIDE WEB ACCESS. The RFP documents and any amendments thereto and general program

information is available through the NPOESS Electronic Library at the following World Wide Web address:  
<http://npoesslib.ipn.noaa.gov/>.

(c) **REFERENCE LIBRARY.** A reference library is available to offerors at the NPOESS Integrated Program Office, 8455 Colesville Road, Suite 1450, Silver Spring, Maryland, 20910. The library point of contact is Ms. Tee Allen, 301/427-2084 x120. The library is available Monday through Friday, 10AM to 3PM, except federal holidays. A list of library contents and many of the listed documents also are available through the NPOESS Electronic Library at the following Internet address: <http://npoesslib.ipn.noaa.gov/>.

(d) **CLASSIFIED PROPOSALS.** The Government anticipates that proposals will not include classified information, with the possible exception of Past Performance material. The contracting officer's approval is required prior to submitting classified information, and instructions for submission will accompany the approval. Classified pages shall count against the total page limitation (if any) for the affected volume.

(e) **SCHEDULE INFORMATION.** An offeror is permitted considerable latitude in scheduling its performance, but should be aware of other anticipated scheduling interdependencies, as follows:

<u>Event</u>	<u>Projected Schedule</u>
NPOESS PDRR Contract Award (this acquisition)	Dec 1999
NPOESS Final TRD Release	Jan 2001
NPP Mission Requirements Review**	Feb 2000
NPP Mission Design Review**	Feb 2001
NPP Spacecraft Solicitation or Payload Module Decision***	Apr 2001
Interim EMD Evaluation	Mar 2001
NPP Spacecraft Award***	Jul 2001
NPOESS EMD Final RFP Release	Aug 2001 (or if Option is exercised, Aug 2002)
NPOESS EMD Source Selection Complete	Jan 2002 (or if Option is exercised, Dec 2002)
NPOESS Milestone II/III Decision	Mar 2002 (or if Option is exercised, Nov 2002)
NPOESS EMD Contract Award	Mar 2002 (or if Option is exercised, Dec 2002)
**conducted jointly by NPOESS IPO and NASA GSFC	
***conducted by NASA GSFC (NOTE: if Option is exercised, PDR date is NLT Jul 2002)	

(f) **TIME AND PLACE OF DELIVERY.** The deadline for the Government's receipt of proposals is 12 noon on Monday, **4 OCT 1999**. However, the paper copy of the Past Performance volume of the proposal (Vol. IV) is due by 12 noon on Monday, **20 SEP 1999**. Both of these submissions are subject to the late proposals provisions of FAR 52.215-1, Instructions to Offerors-Competitive Acquisition.

(g) **TRANSMITTAL LETTER.** Include a paper transmittal letter with the proposal. The letter shall include a statement that the proposal will remain valid for no less than 180 calendar days from the date the proposal is due. This letter is not to exceed two pages; it will be used administratively and will not be evaluated. The transmittal letter also shall affirm that the electronic media by which the offer is transmitted to the Government does not contain a "virus" (a self-replicating program that has the ability to destroy data or deny services) and that the media has been checked and cleaned in its entirety with anti-virus software. The offeror shall reference the anti-virus program name and version number. The letter shall also indicate the name, position title, mailing address, and phone number for persons authorized to negotiate in behalf of the offeror.

(h) **ONE-ON-ONE MEETINGS.** The Government will meet with bona fide prospective offerors on an individual basis on Tuesday, August 24th or Wednesday, August 25th (or other date as the Government and offeror may agree). Not more than one hour of a meeting will involve Government briefings on the solicitation and its objectives, and not more than one hour of a meeting will be for a prospective offeror to ask questions or explain all or part of its proposed approach. These meetings are for the benefit of offerors, but nothing discussed in these meetings will change or alter the solicitation requirements—this may only be accomplished by formal solicitation amendment. If information is discussed in a meeting which is appropriate for release to all prospective offerors, a summary of the discussion will be posted in the NPOESS electronic library (<http://npoesslib.ipn.noaa.gov/>)



promptly following the meetings. If a prospective offeror desires, the meeting may be conducted by video teleconference, provided the offeror's VTC system is compatible with the system used by the NPOESS Integrated Program Office (IPO). A meeting may be arranged by contacting the contracting officer.

## **L-102 PROPOSAL VOLUMES AND CONTENTS (AUG 1999)**

The offeror shall submit its proposal according to the guidelines below:

### **(a) VOLUME I—EXECUTIVE SUMMARY.**

(1) **Section 1—Executive Summary.** A brief and integrated overview of the offeror's total proposal describing how the objectives of the acquisition will be met, with highlights of the proposed system concept. This section should be in landscape format and is limited to 20 pages.

(2) **Section 2—Subcontracts.** A summary outline of how the effort required by the solicitation will be assigned for performance within the offeror's corporate entity and among proposed subcontractors. This section should be in landscape format and is limited to 4 pages. Subcontractor information may also be included where appropriate in the several sections of Volume III, Technical Proposal.

(3) **Section 3—Outcomes.** A brief description of the outcomes or objectives the Government should expect from CLIN 0001 and the Option CLIN 0005. The CLIN 0001 outcomes and objectives description should include short narratives on the outcomes and objectives of each of the reviews and demonstrations included in that CLIN. This section should be in landscape format and is limited to 4 pages.

### **(b) VOLUME II—WORK STATEMENT.**

(1) **Section 1—Integrated Master Plan (IMP).** See L-109 of this RFP. This section is limited to 60 pages.

(2) **Section 2—Integrated Master Schedule (IMS).** A schedule showing the calendar goals necessary to achieve each Event and Significant Accomplishment described in the IMP. The IMS shall be constructed to align with IMP sections and subsections. Include top level IMS for EMD and beyond. This section is not subject to a page limit.

(3) **Section 3—Contract Work Breakdown Structure (CWBS).** Includes a tree diagram and a dictionary to define each CWBS element. The CWBS and its associated developed dictionary will define the products/processes and efforts required to perform the contract and will be in harmony with the IMP. The offeror may use the guidance contained in Mil-Hdbk-881 (DoD Work Breakdown Structure), Appendix F, to develop the CWBS. This section is limited to 10 pages, including the dictionary.

(c) **VOLUME III—TECHNICAL PROPOSAL.** The Offeror shall prepare this volume in seven sections. The first five sections relate directly to the Mission Capability subfactors as listed in Section M of this solicitation. The sixth section is a software development plan. The seventh is a cross-reference matrix. The offeror's discussion in each section must include discussion in sufficient detail to allow assessment of offeror's ability to accomplish the proposal requirements listed in M-102. Wherever relevant in Sections 1 through 5, the offeror is encouraged to use cross-references to the essential processes described in the IMP or to any other applicable sections of the proposal, rather than repeating that information in the several sections of this volume. Hypertext links should be used in the electronic version. The total page limit for Sections 1 through 5 is 115 pages—the offeror may apportion its pages among these sections as it sees fit.

#### **(1) Section 1—IDPS/C3 Demonstrations and Architecture.**

(A) Describe the top-level architecture for the IDPS and C3, including anticipated processing flows, operational flexibility, and major software functions.

(B) Identify the IDPS-related requirements that must be clarified and issues that must be resolved before

risk reduction activities can be completed. Provide a "roadmap" that outlines a recommended process/flow, including dates for significant activities, that will lead to resolution of the issues identified.

(C) Explain the plans for developing the IDPS software, including major design decisions and development plans for the life of the system. Link the discussion to the applicable material in the Software Development Plan, IMP, and IMS.

(D) Describe the IDPS and C3 external interfaces. Describe the planned interaction with current environmental satellite ground processing elements (centers, field terminals, SOCC, METOP data, etc.) in order to develop concepts for optimizing the NPOESS IDP and C3 Segments. Identify key tasks required to transition from current ground processing elements to NPOESS IDPS and C3 segments. Tie the discussion to the applicable material in the IMP and IMS.

(E) Identify the risk areas of the IDPS/C3 development. Discuss plans for NPOESS/NPP IDPS/C3 simulations or demonstrations to be performed during contract performance that will assure the Government that these risks will have been mitigated sufficiently by the end of contract performance to proceed into Engineering and Manufacturing Development (EMD). Particular emphasis should be placed on the IDPS and C3 elements that will support NPP to provide an assurance that the contractor's NPP IDPS and C3 segments can be operational by December 2004 to support a NPP launch at approximately December 2005. Discuss the outputs of the demonstrations and the extent to which end-to-end performance of a subset of EDRs will be demonstrated.

**(2) Section 2—System Engineering and Program Execution.**

(A) Describe capabilities (staffing, facilities, System Engineering process, Integrated Logistics Support, etc.) to implement the entire NPOESS program and NPP IDPS and C3 segments from PDRR through EMD. Link the discussion to the relevant information in the IMP, IMS, and/or any other applicable proposal documents.

(B) Describe processes for analyzing and allocating NPOESS mission requirements to various segments and subsystems. Provide requirements flowdown from the TRD, supplemented by SRDs and sensor system/subsystem specifications, and error allocations.

(C) Describe Cost As an Independent Variable (CAIV) process as it relates to optimizing NPOESS performance within budget and schedule constraints.

(D) Describe proposed Integrated Logistic Support Processes for NPOESS.

(E) Discuss the proposed content for the System Requirements Review, System Functional Review, Interim Design Review, and Preliminary Design Review.

(F) Submit a draft Software Development Plan (NOTE: this is Section 6 of this volume).

(G) Discuss the proposed approach for developing a Government/contractor combined test program.

**(3) Section 3—Architectural Concept.**

(A) Provide the offeror's reference architecture, with supporting rationale for key systems decisions, which satisfies the NPOESS TRD. Discuss alternative architectures to be investigated—these discussions should include alternatives to be studied to remedy the absence of NPOESS instruments on METOP-3—and the rationale for each in terms of cost, performance, and risk impacts.

(B) Identify and discuss any remaining significant technical, supportability, cost, and schedule constraints related to NPOESS and the trade studies to be conducted during PDRR and EMD.

(C) Describe the proposed conceptual design for an initial command and control and data processing architecture for NPP which can be transitioned into the full NPOESS IDPS and C3 architectures.

**(4) Section 4—Risk Mitigation.**

(A) Identify and discuss all NPOESS risks areas (excluding IDPS which is covered in Section 1) and plans for mitigating them, including CAIV trades.

(B) Discuss processes and plans (including demonstrations) for NPOESS design risk mitigation during PDRR. (Exclude IDPS/C3 which is covered in Section 1).

**(5) Section 5—External Interfaces.**

(A) Describe process for interacting with the NPP participants.

(B) Describe process for assuming responsibility for IPO-developed sensors.

(C) Describe process for acquiring/integrating "leveraged" sensors.

- (D) Describe approach to developing and controlling sensor to spacecraft interfaces.
- (E) Describe approach for interacting with the government and international partners.

(6) **Section 6—Software Development Plan.** A draft software development plan is required for the evaluation of Systems Engineering and Program Execution. Instead of including this plan in Section 2 above, it is to be provided as a separate document in this section. This section is limited to 50 pages.

(7) **Section 7—Cross-Reference Matrix.** The Offeror shall provide a Cross-Reference Matrix, using the format found in the NPOESS electronic library (<http://npoesslib.ipn.noaa.gov>), which ties the objectives of the SOO to the Mission Capability subfactors of Section M, the technical proposal guidelines in Section L, CDRL, IMP, CWBS, and technical proposal. This section is not subject to page limitations.

(d) **VOLUME IV—PAST AND PRESENT PERFORMANCE.** The offeror is cautioned that the Government will use data provided by the offeror in its proposal and any data obtained from other sources in the development of performance risk assessments. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. NOTE: The Past and Present Performance Volume of the offeror's proposal is due before the remainder of the proposal (see L-101, para. (f)). The past and present performance submission includes two parts—Volume IV of the proposal, which is discussed here, and a Past and Present Performance Questionnaire submission which is discussed in L-105. Inasmuch as these questionnaires are submitted to the Government directly by the offeror's past and present performance references, the questionnaires are not part of Vol. IV and are not subject to any page limits. See L-105 for instructions on the Past and Present Performance Questionnaire. Offerors shall submit relevant Past/Present performance information for itself and for each proposed critical subcontractor (defined as a contractor whose work entails 10% or more of the total work scope), teaming contractor, and/or joint venture partner, that it considers relevant in demonstrating the ability to perform the proposed effort. Contracts involving tasks and products which most closely resemble the work that contractor/subcontractor will accomplish on PDRR will have the most relevancy. The offeror's Past/Present performance information may include data on efforts performed by other divisions or corporate management, if such resources will be used or significantly influence the performance of the proposed effort. Contracts listed may include those with the Federal Government, state and local governments or their agencies, and commercial customers. Offerors that are newly formed entities without prior contracts or that do not possess relevant corporate past and present performance shall list contracts demonstrating the present and past performance of all key personnel. This volume shall be organized in the following sections:

(1) **Section 1—Contract Descriptions.** The offeror shall submit a description of contracts where it performed or is performing work as a prime contractor similar to the work contemplated by this RFP. Volume IV should address Past and Present Performance contract information only. No introduction is permitted. All information provided in the volume will be displayed in landscape format. Items (A) through (N) should be addressed together under one table. The "Experience Matrix" will follow to the right of the first table and the "Performance and Experience Narratives" will follow the matrix underneath. Offerors shall provide the information required above for any proposed subcontractor who will perform a significant portion of the effort (as shown in Vol. IV, Sect. 3, Subcontracts). The total number of contracts shall not exceed ten for the prime offeror. For all critical subcontractors, teaming contractors, and/or a joint venture partners that are part of the offeror's team, the total number of contracts shall not exceed 10. Each contract description is limited to 3 pages, and the section page limit is 60 pages. These descriptions shall include—

- (A) Contractor/Subcontractor place of performance, CAGE Code and DUNS number;
- (B) Government contracting activity, address, telephone, and fax number;
- (C) Procuring Contracting Officer's name, telephone, and fax number;
- (D) Government's technical representative/COTR's name, telephone and fax number;
- (E) Government contract administration activity and the Administrative Contracting Officer's name, telephone, and fax number;
- (F) Government contract administration activity's Pre-Award Monitor's name, telephone and fax number;
- (G) Contract Number;
- (H) Contract Type;

- (I) Award date;
- (J) Awarded price/cost;
- (K) Final, or projected final, price/cost;
- (L) Original delivery schedule;
- (M) Final, or projected final, delivery schedule;
- (N) If a Fee or Incentive type contract, provide the Fee Determining Official's letters for the last three award periods. (These do not count against page limits.);

(O) Performance and Experience Narratives. Offerors shall provide a specific narrative explanation of each contract listed describing the objectives achieved and detailing how the effort is similar to any requirements of this solicitation. (NOTE: Not all submitted contracts need address all requirements.) This discussion should address and justify ratings given in the Experience Matrix for this contract (see Item (P) below). The offeror shall submit narratives, each addressing one of the Mission Capability subfactors listed in M-102. Wherever a narrative makes reference to an offeror's performance, it shall include a reference to the applicable contract number, the identity of the other contracting party, the date the contract was awarded, and a brief description of the contract's purpose. Each narrative may discuss all the offeror's relevant experience for one Mission Capability subfactor, including experience as a prime contractor, subcontractor, or in any other capacity. The purpose of the narratives is to provide a comprehensive and integrated picture of the offeror's past and present performance. The offerors (including subcontractors) will be evaluated based on relevant programs for the lifecycle development of similar systems. Contracts should be provided in each of the following relevant areas: remote sensing satellite system development and data processing. If the offeror does not have identical experience, as similar of experience as possible should be provided. The past and present performance narrative should show how each of the RFP mission capability sub-factors below were met under each of the listed contracts. When describing past and present performance as it relates to each one of the Mission Capability subfactors, use the following guidelines as a minimum:

(i) Subfactor 1, IDPS/C3 Demonstration and Architecture. Provide information that describes past and present performance in designing, developing, and delivering top level data processing and C3 architectures, IDPS-like software, and interfaces similar in complexity to those required for the IDPS & C3.

(ii) Subfactor 2, System Engineering and Program Execution. Provide information on past and present performance in implementing a TSPR type program to include subcontract management. Describe experience in analyzing and allocating program requirements and CAIV optimization. Include specific examples of system cost performance trades. Show past and present performance in addressing all Integrated Logistic Support Planning issues.

(iii) Subfactor 3, Architectural Concept. Provide past and present performance that demonstrates ability to develop remote sensing satellite system architectures that meet requirements.

(iv) Subfactor 4, Risk Mitigation. Show how satellite system risks have been identified, planned for, and mitigated in the past. Provide past and present performance that demonstrates incremental risk mitigation program from development to production to operation.

(v) Subfactor 5, External Interfaces. Show how coordination has been achieved with government agencies, contractors not under the offeror's contract purview, and foreign agencies/governments. Provide information on past and present performance in acquiring and integrating GFE and internally developed products. Provide information on how defining interfaces has led to overall program cost control.

(vi) For contracts awarded earlier than 1994, limit the narrative discussion to work performed since 1994. The narrative should explain what design and test milestones were accomplished and/or products delivered since 1994. If it is necessary to refer to earlier work at any point in the narrative, specifically identify it as such. For any contracts which did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary, including clarification of whether cost and or schedule revision(s) were government directed. If final or projected costs are greater than award costs, the offeror shall quantify how much of the cost growth was not due to government directed added scope, schedule slips, etc. The offeror shall also provide a copy and a summary of any cure notices or show cause notices received on each contract listed and a description of any corrective action taken. The offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(P) Experience Matrix. Offerors shall also submit an experience matrix for each contract with the

information provided in the matrix corresponding to the narrative provided above. The experience matrix will be used to ascertain each offeror's critical experiences necessary for successful execution of this contractual effort. The left-hand side row of the matrix contains the desired areas of critical experience. Each contract or subcontract on which experience was gained in the critical areas shall have a matrix filled in as shown below. Each line in the matrix shall be filled in with a word or it shall not be shown to indicate experience in that area. The "Contractor" block should list the contract reference. The "P/S" column should have a "P" or "S" to denote that the experience was gained as either a "Prime Contractor" or as a "Sub-Contractor." The "H/M/L" column shall have an "H", "M", or "L" to denote "High", "Moderate", or "Low" relevance of the team's experience in the contract with respect to the role that team will perform on the PDRR effort.

EXPERIENCE MATRIX	CONTRACTOR: _____	
Mission Capability Subfactor:	P/S	H/M/L
IDPS/C3 Demonstrations and Architecture:	—	—
System Engineering and Program Execution:	—	—
Architectural Concept:	—	—
Risk Mitigation:	—	—
External Interfaces:	—	—

(2) **Section 2—Questionnaire Request Documents.** So that the Government may know from whom it should expect a completed Past and Present Performance Questionnaire (see L-105), the offeror will provide a listing of the entities from whom it has requested submission of a questionnaire (see sample tracking record in the NPOESS electronic library (<http://npouesslib.ipn.noaa.gov>)). This section will also include a photocopy of each such request. This section is not subject to a page limitation.

(3) **Section 3—Subcontracts.** A summary outline of how the effort required by the solicitation will be assigned for performance within the offeror's corporate entity and among proposed subcontractors. This section should be identical in every respect to the subcontracts submission of Volume I, Section 2.

(e) **VOLUME V—BUSINESS ARRANGEMENTS.** This volume will comprise the offeror's offer, complete in every respect and ready for acceptance by the Government. This volume is not subject to a page limitation. At a minimum, it shall include the items listed below.

(1) Model Contract Section A (SF-33), with signature of official authorized to bind the offeror (use contract number F04701-00-C-050X everywhere a contract number is required here and elsewhere; the Government will provide the final digit at time of award).

(2) Model Contract Sections B-J.

(3) Model Contract Atch 1 Statement of Objectives (same as the RFP SOO).

(4) Model Contract Atch 2 Integrated Master Plan (identical to Vol. II Sect. 1).

(5) Integrated Master Schedule (identical to Vol. II Sect. 2).

(6) Model Contract Atch 3 Contract Work Breakdown Structure (identical to Vol. II Sect. 3).

(7) Model Contract Atch 4 Small, Small Disadvantaged, and Women-Owned Business Subcontracting Plan.

(8) Model Contract CDRL Exhibit A. A complete listing of data the offeror intends to provide or make available, using DD Form 1423.

(9) Government-Furnished Property. The Government does not contemplate providing GFP. However, if an offeror desires use of GFP, it shall submit a list of any GFP or Special Tooling and Test Equipment needed to perform the PDRR effort at the prime or subcontract level. If no GFP is required, so state. Provide written permission of the contracting officer or other Government representative possessing control of the property to permit its use on a non-interference basis. NOTE: It is the offeror's responsibility to arrange for the use of any Government property needed in performance. Include data required from the government which relates to government-developed sensors. Also provide an assessment of the cost and schedule impacts of nonavailability of desired GFP.

(10) Technical Data Restrictions. Pursuant to DFARS provision 252.227- 7013, list any data which the offeror proposes to deliver with other than unlimited rights, and define the limitations it proposes to apply (e.g., limited rights, Government Purpose License Rights, etc.). If the offeror notifies the Government that technical data will be delivered with other than unlimited rights, the notice shall be accompanied by the representation found in DFARS

252.227-7013(j), and shall be included herein. For all such instances, include—

- (A) name of party claiming rights in data (the prime or subcontractor);
- (B) type of items, components, processes or computer software;
- (C) description of technical data or computer software; and
- (D) type of Government rights restrictions.

(11) Location Information. Provide the name, street address, mailing address, Zip code, county, size of business (large or small), and labor surplus area designation of all facilities performing over \$1.0 million of effort on the contract. Indicate if facility is a division, affiliate, subcontractor or associate. If more than one place of performance is listed, indicate the percentage of work to be performed at each.

(12) Exceptions and Explanations. In every instance where the model contract differs from the RFP (except for providing expected standard fill-ins), provide a rationale for the difference. For each instance, also provide a statement expressing whether or not the difference is material (that is, whether or not the offeror's proposal is conditioned upon the Government's acceptance of the difference). Also provide any other documentation or reports required by the RFP, or any other notices or explanations from the offeror needed to explain the proposed business arrangement.

(13) Representations and Certifications (RFP Section K, completed by the offeror).

(14) Incentives, Commitments, and Warranties. If the offeror proposes any incentives, commitments, or warranties for the Government's benefit, these will be detailed here.

(15) Export Control. Inasmuch as performance of a contract resulting from this solicitation may involve technical data which is subject to the export licensing jurisdiction of the Department of State and its International Traffic in Arms Regulation (22 CFR 120-130 and the U. S. Munitions List), the offeror shall describe any foreign involvement in the proposal or proposed contract performance and how it has or will comply with U. S. export control laws and regulations along with any actions which may be required by the Government.

(16) Model Contract Atch 5 DD Form 254 DoD Contract Security Classification Specification, with the offeror's information included in the form.

(17) Mentor-Protégé candidates. See L-107(c).

### **L-103 INSTRUCTIONS FOR PAPER PROPOSALS (AUG 1999)**

(a) This provision provides general guidance for preparing paper proposals as well as specific instructions on the format and content of the proposals. An offeror's proposal must include all data and information requested by the solicitation and must be submitted in accordance with these instructions. Non-compliance with these instructions may result in an unfavorable proposal evaluation. Specific page limitations for each volume are discussed below.

(b) BINDING AND LABELING. Each volume of the paper copy proposal should be separately bound in a three-ring loose leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Tab indexing shall be used to identify sections. All document binders shall have a color other than red or yellow. When instructions require multiple copies of a volume, each copy shall be submitted in a separate binder.

(c) PAGE FORMAT RESTRICTIONS AND LIMITATIONS. Page size shall be 8.5 x 11 inches (except for foldouts). Except for the reproduced sections of the solicitation document, text font shall be Times Roman or equivalent, 12 point vertical character height, black, and single spaced. Kern modification or other techniques to reduce character size or spacing are prohibited. All text within illustrations and tables shall be Arial, legible, and at least 8 point in height. Figure titles shall be at least 10 points in height. These restrictions do not apply to the forms provided by the Government in this solicitation to be included in the NPOESS contract. No pen and ink changes are allowed. Landscape orientation is preferred. Two column presentation and use of bold face type for paragraph headings is acceptable. The page count limitation is based on the 8.5 x 11 inch paper copy with 3/4 inch margins on all sides and page set up at 100%. Pages shall be numbered sequentially and consecutively. Printing 2 pages on a single sheet of paper (front and back) is encouraged. Where pages are limited, title pages, table of contents pages, section divider tabs, and acronyms listings will not count against the limitation.

(d) FOLDOUTS. Legible tables, charts, graphs and figures may be used wherever practicable to depict

organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and counts as two pages toward the page limitations. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. All information (except for document numbers, classification markings, and page numbers) must be contained within an image area of 9 1/2 by 15 1/2 inches. The sheet of paper on which a foldout is printed may only including printing on one side.

(e) BREVITY. Proposals shall be clear, concise and complete. The proposal shall provide convincing rationale, addressing how the offeror intends to meet these requirements and sufficient supporting information to allow the Government to evaluate fully the offeror's approach. Merely stating that the offeror understands and complies with this effort or paraphrasing the statements of the solicitation is inadequate. Phrases such as: "Standard procedures will be employed" and "well known techniques will be used" are inadequate. Though the Government's evaluation will include past and present performance data obtained independently of the proposal, offerors shall assume that the Government has no prior knowledge of their facilities and experience, and that the Government's evaluation will be based solely on the information in the proposal.

(f) CROSS-REFERENCING. Making references to external documents (documents not included in the proposal with the expectation that the Government evaluators will read them) is prohibited, except for widely-used public documents. It is expected that an offeror's proposal will stand on its own merits. However, cross-referencing between different portions of the proposal is invited. Offerors are advised that the Government will assume that any information required by this solicitation that is not submitted has been omitted from the proposal deliberately.

(g) SUBMISSION. The offeror shall submit volumes to the address in block 8 of the SF-33 according to the table below:

<u>VOLUME</u>	<u>TITLE AND DESCRIPTION</u>	<u>REFERENCE</u>	<u>PAGE LIMIT</u>	<u>QUANTITY</u>
I	EXECUTIVE SUMMARY	L-102(a)	-	6
	Sect. 1 Summary	L-102(a)(1)	20	-
	Sect. 2 Subcontracts	L-102(a)(2)	4	-
	Sect. 3 Outcomes	L-102(a)(3)	4	-
II	WORK STATEMENT	L-102(b)	-	6
	Sect. 1 IMP	L-102(b)(1)	60	-
	Sect. 2 IMS	L-102(b)(2)	-	-
	Sect. 3 CWBS	L-102(b)(3)	10	-
III	TECHNICAL PROPOSAL	L-102(c)	115*	6
	Sect. 1 IDPS/C3 Demonstration and Software	L-102(c)(1)	-	-
	Sect. 2 System Engineering and Program Execution	L-102(c)(2)	-	-
	Sect. 3 Architectural Concept	L-102(c)(3)	-	-
	Sect. 4 Risk Mitigation	L-102(c)(4)	-	-
	Sect. 5 External Interfaces	L-102(c)(5)	-	-
	Sect. 6 Software Development Plan	L-102(c)(6)	50	-
	Sect. 7 Cross-Reference Matrix	L-102(c)(7)	-	-
	*Sections 6 and 7 are not covered by this page limit			
	NOTE FOR VOL. III—to facilitate evaluation of different portions of the technical proposal simultaneously, the offeror shall prepare the volume in such a manner that Sections 1, 2, and 6 can each be easily removed from and returned to the volume binder.			
IV	PAST AND PRESENT PERFORMANCE	L-102(d)	-	6
	Sect. 1 Contract Descriptions	L-102(d)(1)	60	-

	Sect. 2 Questionnaire Requests	L-102(d)(2)	-	-
	Sect. 3 Subcontracts	L-102(d)(3)	4	-
V	BUSINESS ARRANGEMENTS	L-102(e)	-	2
	Item 1 Model Contract SF33	L-102(e)(1)	-	-
	Item 2 Model Contract B-J	L-102(e)(2)	-	-
	Item 3 Model Contract Atch 1 SOO	L-102(e)(3)	-	-
	Item 4 Model Contract Atch 2 IMP	L-102(e)(4)	-	-
	Item 5 IMS	L-102(e)(5)	-	-
	Item 6 Model Contract Atch 3 CWBS	L-102(e)(6)	-	-
	Item 7 Model Contract Atch 4 Subcontracting Plan	L-102(e)(7)	-	-
	Item 8 Model Contract Exhibit A CDRL	L-102(e)(8)	-	-
	Item 9 GFP Information	L-102(e)(9)	-	-
	Item 10 Technical Data Restrictions	L-102(e)(10)	-	-
	Item 11 Location Information	L-102(e)(11)	-	-
	Item 12 Exceptions and Explanations	L-102(e)(12)	-	-
	Item 13 Reps and Certs (RFP Sect. K)	L-102(e)(13)	-	-
	Item 14 Incentives, Commitments, and Warranties	L-102(e)(14)	-	-
	Item 15 Export Control	L-102(e)(15)	-	-
	Item 16 Model Contract Atch 5 DD Form 254	L-102(e)(16)	-	-
	Item 17 Mentor-Protégé candidates	L-102(e)(17)	-	-

#### L-104 INSTRUCTIONS FOR ELECTRONIC PROPOSALS (AUG 1999)

(a) The offeror shall submit two electronic media copies (original and one backup) of its proposal on 5 inch CD-ROMs. Each CD-ROM shall be properly labeled with disk name, file name(s), brief description, and a cross-reference to the paper copies. To enable the Government to successfully view the proposals electronically, the offeror shall submit the proposal files in either Adobe Portable Document Format (PDF), Microsoft Word 6.0 (DOC), or Microsoft PowerPoint 4.0 (PPT), as shown below. The offeror shall generate "Thumbnails" within each PDF file, and may generate "bookmarks" with each PDF file as well. Liberal use of hypertext links within the proposal is encouraged. The use of bookmarks or additional hypertext links are for the benefit of the evaluators and will not influence the evaluation. The Integrated Master Schedule and any other schedules will be developed using software compatible with Microsoft Project 4.1. The proposal shall be formatted using the HP Laserjet 5Si/5SiMX PS printer driver to ensure pages in the hard copy match the electronic copy. The offeror shall not embed sound or video files into the proposal files. In addition the offeror's proposal shall conform to the following guidelines:

- (1) Limit colors to 256 colors at 1024x768 resolution; avoid color gradients.
- (2) Keep embedded graphics as simple as possible; large graphics files are discouraged.
- (3) Minimize the use of scanned images.
- (4) Use of zipped or self-extracting archive files (e.g. .zip or .exe files) is allowed.

(b) Each CD-ROM shall include proposal files in the root directory as well as in two separate file directories as outlined below. Each directory shall contain a cover page and a table of contents for that directory. Additionally, the offeror shall provide a glossary of all acronyms used, with an explanation of each, in File Directory 1.

(c) Provide three files in the root directory of the CD-ROM. The first is a PDF file (TBLCONT.PDF) that serves as a table of contents for the entire proposal. The offeror shall hypertext link table of contents references to the appropriate files on the CD-ROM. The second file (PROPINFO.PDF) shall contain information to assist the Government evaluators in navigating through the proposal files. For example, the offeror should explain any hypertext links above the Government's minimum requirements in this file. The third file is a "tab-delimited ASCII file" (KTRINFO.TXT) containing the following information in exact order with a tab between each entry. For blank entries, put in an extra tab. As an example, the ktrinfo.txt file might look like this:

XYZ Inc[tab]Ms. Jane Smith[tab]President[tab]310-555-1234[tab]jsmith@contractor.com[tab]  
123 West St[tab]Suite 500[tab]Mail Stop 422[tab]Any town[tab]Any state [tab]11111-1111[tab]  
NPOESS PD&RR[tab]Unclassified



(d) To aid in the evaluation of proposals, all proposals shall follow the same general format as shown:

<u>FILE NAMES</u>	<u>ROOT DIRECTORY CONTENTS</u>	<u>REFERENCE</u>
TBLCONT.PDF	Table of Contents for Entire Proposal	
PROPINFO.PDF	Proposal Information	
KTRINFO.TXT	Offeror Information	
	<u>DIRECTORY 1 CONTENTS</u>	
DIR1CVR.PDF	Cover page for Directory 1	
TBLCONT1.PDF	Table of Contents for Directory 1	
ACRONYM.PDF	List of acronyms for entire proposal	
EXECSUM.PDF	Vol. I Sect. 1 Executive Summary	L-102(a)(1)
	Vol. I Sect. 2 Subcontracts	L-102(a)(2)
	Vol. I Sect. 3 Outcomes	L-102(a)(3)
TECHPROP.PDF	Vol. II Sect. 1 IMP	L-102(b)(1)
	Vol. II Sect. 3 CWBS	L-102(b)(3)
	Vol. III Sect. 1 IDPS/C3 Demonstration and Architecture	L-102(c)(1)
	Vol. III Sect. 2 System Engineering and Program Execution	L-102(c)(2)
	Vol. III Sect. 3 Architectural Concept	L-102(c)(3)
	Vol. III Sect. 4 Risk Mitigation	L-102(c)(4)
	Vol. III Sect. 5 External Interfaces	L-102(c)(5)
	Vol. III Sect. 6 Software Development Plan	L-102(c)(6)
	Vol. III Sect. 7 Cross-Reference Matrix	L-102(c)(7)
IMS.MPP	Vol. II Sect. 2 IMS	L-102(b)(2)
PASTPERF.PDF	Vol. IV Sect. 1 Contract Descriptions	L-102(d)(1)
	Vol. IV Sect. 2 Questionnaire Requests	L-102(d)(2)
	Vol. IV Sect. 3 Subcontracts	L-102(d)(3)
	<u>DIRECTORY 2 CONTENTS</u>	
DIR2CVR.PDF	Cover page for Directory 2	
TBLCONT2.PDF	Table of Contents for Directory 2	
SF33.DOC	Vol. V Item 1 Model ContractSF-33	L-102(e)(1)
MODEL.DOC	Vol. V Item 2 Model Contract Sect. B-J	L-102(e)(2)
SOO.PDF	Vol. V Item 3 Model Contract Atch 1 SOO	L-102(e)(3)
IMP.DOC	Vol. V Item 4 Model Contract Atch 2 IMP	L-102(e)(4)
IMS.MPP	Vol. V Item 5 IMS	L-102(e)(5)
CWBS.PDF	Vol. V Item 6 Model Contract Atch 3 CWBS	L-102(e)(6)
SUBPLAN.PDF	Vol. V Item 7 Model Contract Atch 4 Subcontracting Plan	L-102(e)(7)
EXHIBITA.DOC	Vol. V Item 8 Model Contract Exhibit A-CDRL	L-102(e)(8)
GFP.PDF	Vol. V Item 9 GFP Information	L-102(e)(9)
DATA.PDF	Vol. V Item 10 Technical Data Restrictions	L-102(e)(10)
LOCATE.PDF	Vol. V Item 11 Location Information	L-102(e)(11)
EXCEPT.PDF	Vol. V Item 12 Exceptions and Explanations	L-102(e)(12)
REPSCERT.PDF	Vol. V Item 13 Reps and Certs (RFP Sect. K)	L-102(e)(13)
INCENTIV.PDF	Vol. V Item 14 Incentives, Commitments, and Warranties	L-102(e)(14)
EXPORT.PDF	Vol. V Item 15 Export Control	L-102(e)(15)
DD254.PDF	Vol. V Item 16 Model Contract Atch 5 DD Form 254	L-102(e)(16)
MENTOR.PDF	Vol. V Item 17 Mentor-Protégé candidates	L-102(e)(17)

NOTE: The files listed above are electronic versions of the documents submitted in paper copy, and a direct correlation may be made between the above listing and the listings in L-102 and L-103 (except for the root directory files, cover pages, and tables of contents).

(e) **ELECTRONIC SUBMISSION TEST PERIOD.** To ensure offeror proposals are compatible with the Government's hardware configuration, offerors shall submit a test CD-ROM containing sample files to the contracting officer (use address in block 7 of the SF-33) no later than 3PM on Monday, **13 SEP 1999**. The Government will test the CD-ROM to determine whether the files are readable and the hypertext links properly connect the linked documents. This test is offered for the offerors' benefit, who remain solely responsible for ensuring their proposals can be accessed as required in the source selection evaluation environment.

#### **L-105 PAST AND PRESENT PERFORMANCE QUESTIONNAIRES (JUL 1999)**

(a) The offeror shall request that each party for whom it has performed work similar to the work contemplated by this solicitation submit a past and present performance questionnaire to the Government (this may include work done as a prime contractor or subcontractor on a Government contract, or work wholly within the commercial sector). The questionnaire is available electronically in the NPOESS electronic library at <http://npoesslib.ipi.noaa.gov/>. Questionnaires shall also be requested from the customers of each of its primary subcontractors, teaming partners, and/or joint venture partners.

(b) The offeror is solely responsible for ensuring that questionnaires are submitted in time for use in the evaluation process, and shall make every effort to achieve this objective. Questionnaires are due five working days after the date established for submission of Vol. IV, Past and Present Performance.

(c) An offeror's request to another entity for completion of a questionnaire should—

- (1) include a statement that completion of the questionnaire is needed for the offeror's participation as a competitor in a formal source selection being conducted by the NPOESS Integrated Program Office;
- (2) identify the contracting officer as Mr John M. Inman, 301/427-2084 x162, [jnman@ipi.noaa.gov](mailto:jnman@ipi.noaa.gov);
- (3) require that questionnaires be submitted directly to the Government, and not via the offeror, to NPOESS IPO (Attn: Source Selection Recorder), 8555 16th Street Suite 606, Silver Spring MD 20910;
- (4) specify the date by which the questionnaire should be delivered;
- (5) specify that envelopes should be marked "to be opened by addressee only—source selection sensitive see FAR 3.104—for official use only";
- (6) indicate that fax transmission is acceptable after calling the contracting officer or the source selection recorder at 301/562-1906/1907/1908, but that both paper and electronic submissions are desired; and
- (7) Indicate that electronic submission via the IPO's anonymous ftp site is acceptable (<http://npoesslib.ipi.noaa.gov/>), but that prior coordination with the contracting officer is required.

(d) The Government desires that the questionnaires be completed by those with most knowledge of the subject contracts, and offerors are best served by requesting questionnaires from individuals with the most knowledge. For Government contracts, the following order of precedence is suggested: Government program or project manager, Government procuring contracting officer or negotiator, and Government administrative contracting officer.

(e) The offeror shall maintain a Past/Present Performance Questionnaire tracking record (a sample is available in the NPOESS electronic library at <http://npoesslib.ipi.noaa.gov/>) that documents all exchanges between and follow-ups made to each of the POCs from whom a questionnaire has been requested. An initial Past/Present Performance Questionnaire tracking record shall be submitted with the offeror's Past/Present Performance volume under Vol. IV, Sect. 2. A final tracking record shall be submitted under separate cover to the contracting officer simultaneous with submission of the remainder of the proposal. This exchange/contact between the offeror and its POCs shall cease upon submission of the offeror's proposal to the government. The tracking record should be submitted in electronic format as well as printed form. The Government may conduct follow-up discussions with any of the people identified in the tracking records or in the offeror's Past/Present Performance volume. The Government may obtain other information by sending out additional questionnaires or through other sources.

#### **L-106 RESTRICTIONS ON BRIEFINGS (JUL 1999)**

Concurrent with the release of this RFP to potential offerors, HQ USAF, HQ AFMC, HQ AFSPC, NASA GSFC,

NOAA NESDIS, and other Government agencies will be advised that a source selection action is in progress for the requirements of this RFP and that briefings to them by a participating offeror or their representatives on the subject of this RFP are inappropriate during the period of the source selection. Recipients of this RFP are advised accordingly not to attempt such briefing during this period.

#### **L-107 MENTOR-PROTÉGÉ PROGRAM (JUL 1999)**

(a) The Government may fund Mentor-Protégé Agreement(s) between the successful offeror (herein referred to as the Mentor) and small disadvantaged businesses (hereinafter referred to as the Protégé(s)) in accordance with DFARS Subpart 219.71, Pilot Mentor-Protégé Program. The purpose of this program is to provide incentive for DoD contractors to assist small disadvantaged businesses in enhancing their capabilities and to increase participation of such firms in Government and commercial contracts.

(b) Candidate agreements may involve any area of performance under this contract and the Mentor may propose more than one Protégé. The number of agreements will be limited by funds availability from DoD/OSDBU. A small disadvantaged business may serve as Protégé to only one Mentor at any time.

(c) Offerors are invited to propose candidate Mentor-Protégé Agreements which will identify, as a minimum, the potential Protégé(s), the type of assistance to be provided, and an estimate of subcontracts to be awarded. Offerors are also invited to provide copies of DoD-approved Mentor Requests (or copies of pending requests). A successful offeror shall submit a formal Mentor-Protégé Agreement to DoD/OSDBU within 30 days after award of contract.

#### **L-108 NPOESS SUPPORT CONTRACTORS (AUG 1999)**

The NPOESS Integrated Program Office (IPO) intends to rely on the services of support contractors during the evaluation of proposals. Employees of these firms will have access to offeror proposals. Aerospace Corp., Mitre Corp., and Mitre Tek Systems employees may be used as advisers to the Source Selection Advisory Team and Advisory Council; and Pacific Sierra Research (PSR) and User Technology Associates (UTA) employees may be used as administrative support. A prospective offeror which objects to the release of its proposal information to a support contractor must notify the contracting officer of its objection (with supporting rationale).

#### **L-109 INTEGRATED MASTER PLAN (IMP) (AUG 1999)**

(a) The IMP identifies the necessary Events, Significant Accomplishments, and associated Accomplishment Criteria to meet the intent of the Statement of Objectives (SOO) and SOO Atch 1. As an event driven document, the IMP tracks program maturity and represents up-front planning and commitment, provides the basis for lower-tier planning, instills balanced design discipline, and provides a measure of progress in accomplishing NPOESS PDRR objectives and moving NPOESS towards Engineering and Manufacturing Development (EMD). This is a contractual document and can only be changed by mutual agreement of the parties.

(b) The IMP shall capture the core activities and relate the processes necessary to accomplish program requirements. The IMP shall contain selected Narratives to correlate the required processes to the achievement of the Significant Accomplishments and Accomplishment Criteria. The schedule for completing IMP activities is the Integrated Master Schedule (IMS). The IMP shall be a single plan for the entire core effort, including associate and/or major subcontractor activities. The SOO, IMP, IMS, and CWBS shall be consistent with each other.

(c) Events. Events are key decision points in the program. As decision points for continued activity, Events shall clearly define expected maturity at a specific point in the program. Events normally mark the initiation or conclusion of major program activity. Events shall be logically sequenced and may include demonstration milestones, major reviews, model and simulation results, or product deliveries, and other key decision points. The Contractor shall include definitions of each Event at the beginning of the IMP. At a minimum, Events will include a System Requirements Review (SRR) and a System Functional Review (SFR) on a total-system basis, and an Interim Design Review (IDR) on a total-system basis including Preliminary Design Review (PDR) level maturity on the NPP components of the IDPS and C3 segments.

(d) Significant Accomplishments. Significant Accomplishments are completed prior to entering or exiting an Event. Within each Event, Significant Accomplishments are grouped to ensure the IMP correctly addresses the interrelationships among functional disciplines. Significant Accomplishments shall provide sufficient Government insight into the process for achieving objectives of the SOO. Significant Accomplishments shall be sequenced in a manner that ensures a logical path is maintained throughout the effort and tracks against Events. Each Significant Accomplishment shall be defined by one or more Accomplishment Criteria. Significant Accomplishments may include—

- (1) a desired result at a specified Event which defines system maturity;
- (2) a discrete step in a significant process; and
- (3) a description of interrelationship between different functional disciplines.

(e) Accomplishment Criteria: Accomplishment Criteria are definitive indicators of system maturity required to declare completion of a Significant Accomplishment. Accomplishment Criteria shall be tied to the completion of detailed tasks, shall be measurable, shall avoid the use of "percent completed", and shall avoid citing completion of data reports rather than results of data reports. Accomplishment Criteria shall include the use of Technical Performance Measures and metrics to track detailed tasks in the IMS. Accomplishment Criteria may include—

- (1) the completion of specific Detailed Tasks;
- (2) the confirmation of the value of significant technical parameters;
- (3) the completion of documents which provide results of in-process verification (successfully completed analysis or other testing activities); and
- (4) the completion of critical activities required by the Contractor's program plans/operating instructions.

(f) Narratives: Narratives are concise summaries which relate key processes, using flow diagrams as necessary, to the tasks to be accomplished in conducting the program. The contractor shall identify the key processes associated with the IMP in the Narratives. Narratives shall not include rationale for using particular processes. Narratives describe the relationship between processes, products, and functional support. Narratives shall include the objective of the process and list governing documents (industry, commercial, company, or military standard).

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

**B. AIR FORCE MATERIEL COMMAND FAR CONTRACT PROVISIONS**

5352.214-9001 AWARD-ALL OR NONE BASIS (AFMC) (AUG 1998)  
Appropriate FAR clause '52.215-1'

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE PROVISIONS IN FULL TEXT**

**M-101 GENERAL BASIS FOR CONTRACT AWARD (JUL 1999)**

(a) The Government will conduct this competitive negotiated acquisition in accordance with FAR Subpart 15.3, Source Selection, and the Defense and Air Force supplements thereto (especially AFFARS Subpart 5315.3, updated by Air Force Acquisition Circular 96-2, 4 Jun 1999). A trade-off process, as described in FAR 15.101-1, will be used in making the source selection decision. This decision will reflect the Source Selection Authority (SSA)'s integrated assessment of the merits of the offers submitted. Offerors must recognize that the subjective judgment of Government evaluators is implicit in the evaluation process. The Government contemplates awarding two contracts resulting from this solicitation, but reserves the right to make more, only one, or no awards. Obtaining best value is the Government's intention.

(b) Price will be a part of the SSA's integrated assessment and decision. All evaluation factors other than price, when combined, are significantly more important than price. Offerors are encouraged to exceed minimum technical, performance, reliability and other stipulated Government requirements wherever feasible, provided a balanced approach is considered with respect to program schedule, risk and cost.

(c) The four evaluation factors are discussed in M-102, Evaluation of Proposals. In addition to these, the SSA's integrated assessment and decision will include an evaluation of general considerations. These are—

- (1) Adherence to Terms and Conditions (an evaluation of the offeror's proposed terms and conditions to ascertain business prudence and compliance with the terms and conditions intended within the solicitation);
- (2) Subcontracting Plan (an evaluation of the offeror's Small, Small Disadvantaged, and Women-Owned Business Subcontracting Plan to ascertain whether the plan addresses the minimum goals for participation in the resulting contract by small businesses, small disadvantaged businesses, women-owned businesses, and Historically Black Colleges and Universities and Minority Institutions);
- (3) Mentor-Protégé Agreements; and
- (4) Proposed incentives, commitments, and warranties offered by the contractor for the Government's benefit during the life of the contract.

(d) The Government intends to award without discussions; therefore, offerors are encouraged to reflect their best effort in their initial proposals.

**M-102 EVALUATION OF PROPOSALS (JUL 1999)**

(a) Offerors will be evaluated based on the following evaluation factors which are listed in descending order of

importance—

- Factor 1—Past and Present Performance
- Factor 2—Mission Capability
- Factor 3—Proposal Risk
- Factor 4—Price

(b) Within the Mission Capability Factor, there are five subfactors which will be evaluated separately. These subfactors will also be used to evaluate Past Performance and Proposal Risk. Subfactors 1 and 2 are equal and most important; subfactors 3, 4 and 5 are of equal and lesser importance—

- Subfactor 1—IDPS/C3 Demonstrations and Architecture
- Subfactor 2—System Engineering and Program Execution
- Subfactor 3—Architectural Concept
- Subfactor 4—Risk Mitigation
- Subfactor 5—External Interfaces

(c) **FACTOR 1—PAST AND PRESENT PERFORMANCE.** The objective of this factor is to assess performance risk based on the offeror's past and present performance on relevant management, cost, and technical experience with the life-cycle development of similar systems, including, but not limited to, space-based remote sensing systems, distributed ground and communications architectures, large software development contracts, multi-satellite constellations, taskable satellite systems, on-orbit operations, and producibility/production experience of the offeror and the offeror's participating divisions and proposed subcontractors. Experience of the offeror as a subcontractor on similar efforts, commercial work, and independent research and development (IR&D) are also relevant. The Government will consider an offeror's demonstrated record of contract compliance in supplying products and services that meet users' needs, including cost and schedule. The performance risk assessment will be focused on the mission capability subfactors. The performance risk assessment will result in ratings of High Confidence, Significant Confidence, Confidence, Little Confidence, or No Confidence based on the degree of doubt that exists regarding the offeror's likelihood to successfully perform the required effort as promised. Where no relevant past performance is available, a neutral rating shall be applied. Based on these subfactor evaluations, an overall performance risk rating encompassing the offeror's proposal as a whole will be assigned. Information in Volume IV of the offeror's proposal, along with any other past or present performance information available to the Government, will be used in the Past Performance evaluation. AFFARS 5315.305(a)(2) describes the past performance evaluation process and ratings definitions.

(d) **FACTOR 2—MISSION CAPABILITY.** The objective of this factor is to assess the offeror's ability to satisfy the Statement of Objectives (SOO) through a comprehensive and sound program approach. This includes the application of system engineering principles to define, design, and implement an NPOESS total system concept which meets the requirements outlined in the NPOESS Technical Requirements Document. Key elements include the approach to alternate architectural solutions, IDPS definition and demonstrations, risk mitigation, interface definition, planning, costing, and business approaches deemed necessary to prepare to enter Engineering and Manufacturing Development (EMD). Information in Volumes II and III of the offeror's proposal will be used in the Mission Capability evaluation.

(1) **Subfactor 1—IDPS/C3 Demonstrations and Architecture.** The proposal requirement is two-fold: a proposed architecture that is compliant with the requirements of the solicitation, robust, flexible, and scaleable; and a plan for IDPS and C3 development and demonstrations that mitigates high risk areas. The proposal requirement is met when an offeror—

- proposes a top level architecture for the IDP and C3 segments, including anticipated processing flows and major software functions, which demonstrates a comprehensive understanding of the NPOESS and NPP data processing, storage, and communications issues;
- demonstrates comprehensive planning by describing the plans for developing the IDPS software, including major design decisions, interaction with current environmental satellite systems, and development plans for the life of the system;
- demonstrates an understanding of environmental satellite data processing elements at centers, as well as

in the field, and how that impacts the definition of the external interfaces to the IDPS and C3 segments; and

- demonstrates an understanding of IDPS and C3 risks by detailing plans for IDPS risk reduction simulations/ demonstrations during PDRR which will provide the Government with confidence to proceed to NPOESS Engineering and Manufacturing Development (EMD) and support a NPP launch in December 2005.

(2) **Subfactor 2—System Engineering and Program Execution.** The proposal requirement is a sound approach to systems engineering and program execution, and the ability to identify and balance performance, cost, schedule, and risk mitigation for entry into NPOESS EMD. The proposal requirement is met when an offeror adequately demonstrates—

- a capability for performing all aspects of the NPOESS program (this includes, but is not limited to, provision of staffing (which includes qualified engineers and applied scientists to manage the development and operational implementation of sensors and scientific algorithms), facilities for production of space, C3, and IDPS segments, Integrated Logistics Support, and System Engineering and software development processes);
- that its software development standards, procedures, methodologies, tools, facilities, subcontractor management and program specific implementation plans provide a mature, disciplined, systematic and managed approach to software development across the contractor team;
- an overall understanding of requirements and the error budget allocation process from system to segment level and, within each segment, to the next component level;
- an understanding of CAIV to achieve affordable system performance;
- the capability to develop a comprehensive system-level Integrated Support Plan addressing Life Cycle Cost (LCC) visibility, risk identification and mitigation, integration within the systems engineering process, and planning for test and evaluation (T&E) and EMD; and
- a reasonable System development progression as reflected in the proposed contents for the System Requirements Review, System Functional Review, Interim Design Review, and Preliminary Design Review.

(3) **Subfactor 3—Architectural Concepts.** The proposal requirement is a proposed architecture that is compliant with the requirements of the solicitation, robust, flexible, and scaleable. The proposal requirement is met when an offeror demonstrates a comprehensive understanding of—

- NPOESS system issues, by illustrating how these issues are addressed in their reference architecture and what issues will be addressed by alternative architectures that will be investigated;
- the significant technical, supportability, cost, and schedule constraints, as well as system level analyses and trade studies which will be conducted during PDRR and/or EMD; and
- an IDP and C3 architecture for NPP which can transition into the full NPOESS IDP and C3 segment architectures.

(4) **Subfactor 4—Risk Mitigation.** The proposal requirement is a risk management and mitigation approach to the NPOESS system development that is comprehensive and sound. It excludes NPOESS/NPP IDPS/C3 risks which are covered in Subfactor 1. The proposal requirement is met when an offeror—

- accurately identifies the high risk aspects of the NPOESS system development and provides a reasonable mitigation strategy for each; and
- demonstrates that an appropriate risk mitigation process will be developed and implemented (including proposed demonstrations) during PDRR.

(5) **Subfactor 5—External Interfaces.** The proposal requirement is a comprehensive understanding of the external dependencies and influences on the NPOESS program. The proposal requirement is met when an offeror provides a feasible approach to—

- interacting with NPP participants to develop command and control, and data processing concepts for NPP that can be transitioned into the full NPOESS IDPS and C3 architectures;
- assuming responsibility for the IPO sensor and algorithm procurements;
- assuming responsibility for leveraged sensors;
- developing and controlling sensor to spacecraft interfaces; and
- interacting with the government and international partners.

(6) **Rating of Subfactors.** For each Mission Capability Subfactor, a rating will be assigned that depicts how well the proposal meets the solicitation requirements. This assessment criterion addresses the offeror's understanding of, approach to satisfying, and complying with the requirements of the solicitation. The ratings are Exceptional, Acceptable, Marginal, and Unacceptable. The subfactor ratings will not be rolled-up into an overall Mission Capability rating. AFFARS 5315.305(a)(3)(i) describes the mission capability evaluation and the ratings definitions.

(e) **FACTOR 3—PROPOSAL RISK.** For each of the Mission Capability subfactors, a proposal risk rating will be assessed that characterizes the risk associated with the offeror's proposed approach in accomplishing the requirements of this solicitation and carrying the program into Engineering and Manufacturing Development (EMD) and Production for both NPOESS and NPP activities. The assessment will result in ratings of High Risk, Moderate Risk, or Low Risk, based on the likelihood or potential for disruption of schedule, increased cost, degradation of performance, increased Government oversight, or unsuccessful contract performance. Information in Volumes II and III of the offeror's proposal will be used in the Proposal Risk evaluation. AFFARS 5315.305(a)(3)(ii) describes the proposal risk evaluation and the ratings definitions.

(f) **FACTOR 4—PRICE.** The offeror's price proposal, including options, will be evaluated using price analysis to determine if it is complete and reasonable. An adjustment may be included for evaluation purposes for matters such as Government Furnished Property, small business preferences, and so forth as are described in the solicitation. The proposal will be evaluated to determine the extent to which proposed prices are consistent with the types, quantities, qualities, and performance/delivery schedules of all products and services being proposed in all volumes of the proposal and the offeror's established and/or generally accepted estimating and accounting policies, practices, and procedures. The proposal will be evaluated using appropriate price or cost analysis techniques to determine if the offeror's proposed prices are consistent in nature and amount with what a prudent person would be willing to recognize for the same or similar products or services under comparable circumstances. It is anticipated that competition will establish price reasonableness.



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EXHIBIT A

RFP F04701-99-R-0500

CONTRACT DATA REQUIREMENTS

The offeror is required to propose the recommended contractual data required for delivery to the Government in response to this RFP. The offeror should prepare a Contract Data Requirements List using DD Form 1423 format. In addition, the contractor is required to identify all other data being made available to the government and a proposed method of availability (such as via a data accession list). The government's interest in subjects and/or types of data are reflected below, but this list is not intended to be all-inclusive.

1. Technical Data Packages for major reviews (SRR, SFR, IDR, PDR), demonstrations, simulations, architectures
2. Concept of operations for the NPOESS and its C3 and IDPS segments
3. System engineering analyses, technical requirements data, and other technical trades
4. NTIA-44 Form Tasks
5. NPOESS Data Denial Implementation Strategy
6. Security Implementation Plan
7. Interface definitions
8. Technical Interchange Meeting minutes, data packages
9. Strawman C3 Link Design Guidance
10. C3 Tracking Station Facility Design Requirements
11. Cost As an Independent Variable (CAIV) decision packages
12. Test and Evaluation program data
13. Software Development Plan updates
14. Integrated Master Schedule updates
15. Logistics support analysis data
16. Life Cycle Cost estimates
17. Contract funds status
18. Environmental, safety and health concepts

The following data will be required to support the Option, if exercised:

19. Draft NPOESS System Specification
20. Draft NPP System Segment Specification (perhaps as an annex of the NPOESS System Specification)

**ATTACHMENT 1**  
**to**  
**RFP F04701-99-R-0500**

**STATEMENT OF OBJECTIVES**

**NPOESS Program Definition**  
**and**  
**Risk Reduction**  
**(PDRR)**

**1. OVERVIEW**

**1.1. The National Polar-orbiting Operational Environmental Satellite System (NPOESS) Program**

The NPOESS program was designated by Presidential Decision Directive as the single satellite system replacing the Department of Commerce (DOC) Polar-orbiting Operational Environmental Satellites (POES) and the Department of Defense (DoD) Defense Meteorological Satellite Program (DMSP) satellites. The objectives of NPOESS are:

- To provide a single, national, polar remote-sensing capability to acquire, receive and disseminate global and regional environmental data
- To achieve National Performance Review (NPR) cost savings through the convergence of DoD and NOAA environmental satellite programs

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- To incorporate, where appropriate, technology transition from the National Aeronautics and Space Administration's (NASA) Office of Earth Science Enterprise (OESE) program

To accomplish this mission, the two satellite DMSP and the two satellite POES constellations will be replaced by NPOESS satellites in two orbital planes, and a EUMETSAT satellite providing data in the mid-morning orbital plane (METOP). The long term goal is to share a common set of instruments on EUMETSAT and NPOESS polar orbiting satellites.

NPOESS will constitute the remote sensing capability that will acquire, receive at ground terminals, and disseminate to processing centers, global and regional data required by the civil and national security user communities. These data will include radiometric observations of the atmosphere and cloud cover imagery, as well as other specialized environmental, climatic, terrestrial, oceanographic, and solar-geophysical data. Data will be processed into Raw Data Records (RDR), Sensor Data Records (SDR), and Environmental Data Records (EDRs) for use by the operational community.

## **1.2. Acquisition Strategy**

The government intends to award one or more contracts for the system level Program Definition & Risk Reduction (PDRR) phase. The selected contractors will provide the government with an NPOESS operational and sustainment concept and architecture for further development, conduct risk reduction demonstrations, and demonstrate their ability to develop and deploy the NPOESS system if awarded the Engineering and Manufacturing Development (EMD)/Production program at the Milestone II/III decision.

A portion of the NPOESS program is the joint NASA/NPOESS Integrated Program Office NPOESS Preparatory Project (NPP), whose purpose is to reduce NPOESS development risk and provide a bridging mission for the NASA Earth Observing System. The NPOESS program is responsible to provide sensors, the primary command, control and communication segment, and the primary interface data processor segment for the NPP mission. This PDRR effort includes the up front systems engineering and integration for the C3 and IDPS portions of the NPP support. The NPOESS program objectives for this support is to provide the maximum commonality between the NPP and NPOESS data processing and C3 segments concept of operations, designs, and materiel solutions.

During the PDRR phase, the government will conduct an interim evaluation of the contractor's technical progress against the Government's requirements. The government's intent is to provide feedback to each contractor with respect to their design, thereby ensuring each contractor remains apprised of the government's desires while competing for the EMD and Production contract award.

Prior to completion of the PDRR phase, the government will release a request for proposal for a competitively selected EMD/Production contract for the NPOESS at the successful completion of Milestone II/III. This will be a separate contract from the

PDRR contract.

### **1.3 Total System Performance Responsibility**

The overall NPOESS strategy is to award, at the Milestone II/III decision, an EMD/Production contract requiring the contractor to assume Total System Performance Responsibility (TSPR) to deliver an NPOESS, meeting all system requirements. The contractor selected for the EMD/Production contract will assume responsibility for the following:

- a) Completion of IPO initiated sensor systems' development, production, performance testing, and integration into the NPOESS spacecraft bus.
- b) Procurement (or development), integration, and test of additional "leveraged" sensors.
- c) Spacecraft bus development, production, integration of satellites [bus and sensors], and satellite test.
- d) Ground segment development, production, test, and deployment, to include both the C3 and IDPS portions of the NPP and NPOESS ground segment
- e) Field terminal support as necessary.
- f) Launch operations support and early orbit checkout of NPOESS. (Note: The launch service is not a part of this responsibility).
- g) Operations and maintenance. The extent of O&M performed by the contractor will be determined during the PDRR phase as part of their operational and sustainment concept development.
- h) Provide support to NPP and use NPP as a method to reduce risk for the NPOESS program.

Further definitions of TSPR responsibility will be developed and provided to the contractor during the PDRR contract period of performance.

## **2. PROGRAM OBJECTIVES**

The objective of the NPOESS PDRR effort is to perform the necessary requirements analysis, system definition, risk mitigation, planning and costing to prepare to enter EMD and accept total system performance responsibility. An additional objective is to implement a development process reducing cost and appropriately addressing risk. This will include analyzing and recommending alternate solutions to requirements satisfaction, government interfaces, and business approaches. During PDRR, the specific objectives are:

- a) Develop an architecture, analyze, and allocate mission requirements to the space, launch, Interface Data Processor and C3 segments and subsystems, and identify associated cost/performance/supportability/risk/schedule sensitivities and trades.

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- b) Define NPOESS performance with sufficient maturity for a smooth transition to EMD to achieve the system requirements within LCC and schedule constraints.
- c) Define, coordinate, and obtain approval of interface requirements. Interfaces requiring definition documents are NPOESS Spacecraft to Sensors; NPOESS & NPP Spacecraft to C3; NPP C3 to NPP/NPOESS IDPS; NPOESS/NPP IDPS to Customers (Centrals and NASA); NPOESS IDPS to Tactical Terminals; and NPOESS C3 to Tactical Terminals (for Direct DownLink).
- d) Conduct Cost as an Independent Variable (CAIV) trades, develop credible cost estimates for EMD, and provide information to support the development of government life cycle cost estimates.
- e) Identify risk in critical areas, develop risk mitigation plans, and discuss/demonstrate how risk will be been mitigated to a level ensuring NPOESS mission performance and NPP IDP and C3 segment performance with acceptable risk prior to entering into EMD.
- f) Demonstrate capability (plans, resources, teaming arrangements, prototype simulations, etc.) to provide the IDP and C3 segments for the NPOESS Preparatory Project (NPP) no later than December 2004, as well as plans to transition appropriate NPP systems, subsystems, algorithms, test facilities to NPOESS.
- g) Conduct logistics support analysis, fully integrated within the systems engineering process, of the space, IDP and C3 segment operations for NPP and NPOESS. Implement the planning process and activities necessary to support T&E and subsequent EMD efforts.
- h) Support the development of a government and contractor combined test and evaluation program encompassing both developmental and operational tests..
- i) Define and develop plans to deliver NPOESS sensor packages to other government and international agencies.
- j) Develop plans for the acquisition, integration and test of leveraged sensors.
- k) Develop plans to accept government directed, government developed, or government furnished equipment (e.g. sensors, algorithms)
- l) Provide flexible and innovative management of program cost, schedule, performance, risks, contracts and subcontracts, and data required to deliver an effective and affordable system design.
- m) Provide effective working relationships with the IPO, sensor contractors, other IPO suppliers, associate contractors, and other agencies.
- n) Participate in working groups with the government and other IPO contractors and any sub-working groups that may arise.

Attachment 1  
to  
Statement of Objectives  
8/20/99

The following tasks will be accomplished by the PDRR contractor in parallel with the effort outlined in the Statement of Objectives. These tasks should be identified in the IMP.

1. The IPO has submitted the Stage 2 Spectrum Allocation filing to the NTIA. This filing is applicable to both NPOESS and NPP. NTIA Form-44, 7 May 1999, attached, has placed a number of conditions and supporting analysis requirements on the IPO that need to be addressed and resolved, prior to NTIA's approval of the Stage 3 NPOESS spectrum allocation filing. The NTIA coordinated and approved Stage 3 filing is a pre-requisite for IPO Milestone II approval. Many of these NTIA stipulated tasks are NPOESS system implementation specific. The Contractor shall address each of the NTIA concerns listed on pages 2 and 3 of the NTIA-44 form and provide the information to the IPO. This will support preparation of the NPOESS Stage -3 filing, submission, and subsequent review and approval by the NTIA IRAC membership. (Due NLT June 2000)
2. The contractor shall prepare a data denial implementation strategy and specific hardware implementation plans that will comply with the NPOESS TRD and Presidential Directive. (This is not applicable to NPP.) At a minimum, the NPOESS system shall be capable of enabling mission data denial by ground command for the data in each/any of the NPOESS data downlink streams [SMD, HRD, and LRD], except for data from the Search and Rescue sensor and the Surface Data Collection sensor which are never encrypted or denied. Specifically, the contractor shall evaluate commercial bulk stream encryption implementation options such as the Commercial Digital Encryption system (DES) with a 1024 bit key, or larger. Other bulk encryption schemes or methods of implementation may also be considered. If needed, a key escrow management system, similar to the DOD's EKMS program for military users of the NPOESS program, must be part of the recommendation (i.e., each receiver must be specifically enabled by the key.) In addition to the Stored Mission Data (SMD) links to Mission Ground Sites, the contractor shall evaluate and complete an encryption design implementation for the HRD and LRD field terminal receivers intended for US Military utilization, including provisions for decryption key receipt. (Due NLT July 2000).
3. The contractor shall support the development of the TRD Appendix C (NPOESS Baseline RF Requirements for C3 Links). This specification shall be sufficiently detailed to enable the NPP spacecraft contractor to proceed with SMD and HRD communication link design tradeoffs. Completion of all analysis necessary to support the government's NPP SMD downlink frequency decision must be completed no later than April 2000.
4. In conjunction with the development of the TRD Appx C in Item 3 above, the contractor shall develop a strawman design for the NPOESS 20 Mbps HRD broadcast. Detail must be sufficient to enable the IPO to specify the interfaces necessary to create this link on-board the NPOESS spacecraft and associated HRD ground receive stations.
5. In conjunction with the development of the TRD Appx C in Item 3 above, the contractor shall develop a strawman design for the NPOESS 230 Kbps LRD broadcast. Detail must be sufficient to enable the IPO to specify the interfaces necessary to create this link on-board the NPOESS spacecraft and associated LRD ground receive stations. Until further notice, this link will consist of three channels of lossy compressed VIIRS data. (This does not apply to NPP.)

6. In conjunction with the development of the TRD Appx C in Item 3 above, the contractor shall develop a strawman design for the NPOESS (TBS) Mbps SMD downlink data link. Detail must be sufficient to enable the IPO to specify the interfaces necessary to create this link on-board the NPOESS spacecraft and associated SMD ground CDA receive stations. (This does not apply to NPP.)
7. The contractor shall develop a concept for reloading the NPOESS spacecraft and sensor memory. The IPO's desire is to have only one aperture supporting the primary mission, i.e., uplink commanding and SMD downlink should be performed in the same aperture. Consider 128/256 Kbps uplink @ S-band, X-band, Ka-band. (Impacts must be considered for NPP.)
8. After contract award, the prime and all significant software subcontractors shall participate in a tailored Software Development Capability Evaluation (SDCE) which will include a site visit by the IPO. Contractors shall revise the Software Development Plan (SDP) after the SDCE and obtain government approval of the SDP. The SDCE is defined in AFMC Pamphlet 63-103.
9. The contractor shall evaluate the feasibility of a programmable modulator on-board the NPOESS that can adjust modulation and data rates as operational tempo and considerations require. Demonstrate that the modulation/demodulation concept works at the various NPOESS data rates (up to 400 Mbps). (This does not apply to NPP.)
10. To support the synthesis of the LRD broadcast, the contractor shall investigate the feasibility of programmable/adjustable data compression ratios and algorithms, on-orbit. This could provide the spacecraft with the capability to deliver more data to the ground as communications costs drop in the future. (This task is tightly coupled to decisions that need to be made regarding a single, vice multiple, VIIRS data stream(s) and the need to compress different types of data at different compression ratios.) Determine the impact of a single VIIRS instrument data stream at a not to exceed (NTE) 8.0 Mbps (orbit average) and NTE 10.5 Mbps (peak) on the spacecraft C&DH, in particular the requirement to synthesize the LRD stream. Include the provision of ground commandable instrument data channel selection with ground commandable adjustable lossy data compression of the selected channel. (Impacts must be considered for NPP.)

FOR TELEPHONE ACTION

**DRAFT**

May 7, 1999 version

FORM NTIA-44 (9/91)		U.S. DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION		Classification  <b>UNCLASSIFIED</b>	Control Number
<b>CERTIFICATION OF SPECTRUM SUPPORT</b>					
Recipient Agency  <b>Commerce</b>	System  <b>WPOESS Satellite System</b>			Stage of Review  <b>2 - Experimental</b>	
<b>Section 1: OPERATIONS CHARACTERISTICS FOR WHICH SUPPORT IS CERTIFIED</b>					
Frequency	Emission	Power (W)	Station Class (Stage 4)	Function	Operating Location
1791.748 2026 2028.135	193K2G7D	0.5	TD, TK	TT&C	Fairbanks, AK
8214.4		2.6			
121.5	TBD	N/A	RI	SARSAT Receive	
137.1 137.9125	108K7G7D	3.5	RM	Low Rate Data	
243	TBD	N/A	RI	SARSAT Receive	
400.328 400.822	347K2G7D	100	RM	Low Rate Data	
401.65		N/A	RM, RW	ARGOS Receive	
406.05			RI	SARSAT Receive	
468		TBD	RM	ARGOS Relay	
1227.6		N/A	RM	GPS Receive	
1246 - 1256.5	TBD			GLONASS Receive	
1544.5		10	RI	SARSAT Relay	
1575.42		N/A	RM	GPS Relay	
1598.1 - 1605.4				GLONASS Relay	
1698	193K2G7D	0.4	EX, ER	Telemetry	
1702.5	193K2G7D	0.4	EX, ER	Telemetry	
	9M1G7D	55	RM	High Rate Data	Space
1707 2202.5 2237.5 2247.5	193K2G7D	0.4	EX, ER	Telemetry	
2287.5		0.03		Telemetry (via TDRSS)	
5300	TBD	39.8	RM	Altimeter	
7800	18M1G7D	51	RM	High Rate Data	
	99M0G7D	2		SMD Downlink	
7849.9034	193K2G7D	0.475	EX, ER	Telemetry	
8212.5	259M2G7D	2	RW	SMD Downlink	
13575	TBD	10	RM	Altimeter	
14998.5	198M0G7D	16	ES	SMD (via TDRSS)	
26250	198M0G7D	11	ES	SMD (via TDRSS)	
	388M8G7D	20	RW	SMD Downlink	
Downgrading Instructions			Classification  <b>UNCLASSIFIED</b>	Page Number  <b>1 of 3 pages</b>	



FORM NTIA-44 (3/91)	Classification	System
CONTINUATION PAGE	UNCLASSIFIED	NPORSS Satellite System

Section 2. SOURCE DOCUMENTS		
Document Number	Description of Document	Date
SPS-11736	Commerce Request for Stage 2 System Review	October 6, 1998
SPS-11884	NTIA Preliminary Assessment	March 9, 1999

Section 3. RECOMMENDATIONS		
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The Spectrum Planning Subcommittee has reviewed this system under the provisions of Chapter 10 of the NTIA Manual, and recommends that:

1. NTIA certify Stage 2 spectrum support for the NPORSS Satellite System, operating in the bands and on the frequencies listed in Section 1, as well as the space-craft passive sensing operations listed in the attached tables.
2. Commerce, as part of any subsequent request for review:
  - a. Provide all data necessary to assess this system's conformance to NTIA technical standards, and to applicable power flux density limits in the 460-470, 1690-1710, 2200-2290, 8025-8400, 13400-14050, 14600-15350, and 25250-27500 MHz bands.
  - b. Furnish out-of-band justification and be prepared to accept interference from authorized transmitters operating in accordance with the national and international allocation tables for:
    - (1) Receivers aboard the spacecraft using the Russian GLONASS L2 frequencies in the 1246-1256.5 MHz band.
    - (2) Passive sensors using CRFS channels 35-38, CMIS bands 8-10, and AMSU-B channels 4 and 5.
    - (3) The JASON microwave radiometer using the frequencies 23 and 34 GHz.
  - c. Bring transmitters operating on the frequencies 400.328, 400.822, and 8214.4 MHz into conformance with NTIA spurious and harmonic emissions standards.
  - d. Submit ITU data to the Space Systems Group in a timely manner.
  - e. If access to spectrum in the 30 GHz range for TT&C uplink is required, consider the possibility of coordinating use of the 30-31 GHz band with the DoD, noting that such operations would not conform to allocations for that band and would require appropriate justification.

(Continued on next page)

	Classification	Page Number
	UNCLASSIFIED	1 of 3 pages

FORM NTIA-44 (3/91)	Classification	System
CONTINUATION PAGE	UNCLASSIFIED	NPOSES Satellite System

**Section 3- Recommendations**

(Continued from page 2)

3. Commerce be aware that:

- a. NPOSES operations using the frequencies 2026, 2028.135, and 2202.5 MHz will have to be analyzed for electromagnetic compatibility with the non-Government mobile-satellite service operations being conducted in the adjacent 1990-2025 and 2160-2200 MHz bands.
  - b. Due to spectrum congestion in the 137-138, 400.15-401, 1690-1710, and 8025-8400 MHz bands, coordination with non-U.S. meteorological entities (i.e., through the Worldwide Meteorological Organization) is suggested.
  - c. In the 1700-1710 MHz band, protection of receiving earth stations is not possible if their locations are not submitted to the proper regulatory agency (i.e., NTIA or the FCC).
  - d. The ARGOS system operating in the 401-402 and 460-470 MHz bands shall not provide any services which non-Government/commercial entities can provide.
4. Commerce coordinate this system's operations with DSCS earth stations (including transportable stations), and be aware that the DoD cannot guarantee protection from existing DSCS operations in the Fairbanks area.
  5. Commerce ensure that personnel are protected from radiation levels that exceed generally accepted exposure criteria.
  6. NTIA provide information on this system to the Emergency Planning Subcommittee for its use in war emergency planning.

Table 1. JASON Microwave Radiometer (All in GHz)

<u>Frequency</u>	<u>Allocation Band</u>
18.7	18.6-18.8
23	22.55-23.55
34	33.4-36

Table 2. Conical Microwave Imaging Sounder (CMIS) (All in GHz)

<u>Band No</u>	<u>Tuning Range</u>	<u>Allocation Band</u>
1	1.1-1.7	1.37-1.427
2	4.9-5.9	4.95-4.99
3	6.2-7	6.425-7.075
4	10.4-11	10.6-10.7
5	18.2-23.7	18.6-18.8 21.2-21.4 22.21-22.5 23.6-24
6	35.1-38.9	36-37
7	50.1-58.5	50.2-50.4 51.4-59
8	59.1-59.7	None
9	60.25-61.35	None
10	62.9-63.6	None
11	83.7-93.3	86-92
12	112.6-120	105-126
13	148.7-153.3	150-151
14	163.7-168.3	164-168
15	174.31-192.31	174.5-176.5 182-185
16	217.7-222.3	217-231
17	339-341	Note 1
18	372-389	Note 1
19	408-412	Note 1
20	547-567	Note 1

Note 1: The spectrum above 300 GHz is not allocated.

Table 3. CrMS Channels for Passive Sensing (All in GHz)

<u>Channel No</u>	<u>Tuning Range</u>	<u>Allocation Band</u>
1	50.3	50.2-50.4
2	51.76	51.4-54.25
3	52.8	51.4-54.25
4	53.481	51.4-54.25
	53.711	51.4-54.25
5	54.4	54.25-58.2
6	54.94	54.25-58.2
7	55.5	54.25-58.2
8	56.02	54.25-58.2
9	57.95	54.25-58.2
10	58.22	58.2-59
	58.54	58.2-59
11	58.39	58.2-59
12	$f_s \pm 0.024$	58.2-59
13	$f_s \pm 0.012$	58.2-59
14	$f_s \pm 0.006$	58.2-59
15	$f_s - 0.00135$	58.2-59
16	$f_s + 0.00135$	58.2-59
17	$f_s$	58.2-59
18	$f_s + 0.003$	58.2-59
19	$f_s + 0.003$	58.2-59
20	$f_s - 0.012$	58.2-59
21	$f_s - 0.006$	58.2-59
22	$f_s - 0.0028$	58.2-59
23	$f_s$	58.2-59
24	$f_s + 0.0028$	58.2-59
25	113.25	105-116
26	115.25	105-116
27	116.2	116-126
28	117.7	116-126
29	117.15	116-126
30	117.55	116-126
31	$118.75 \pm 0.8$	116-126
32	$118.75 \pm 0.45$	116-126
33	$118.75 \pm 0.225$	116-126
34	$183.31 - 17.3$	164-168
35	$183.31 \pm 7$	None
36	$183.31 \pm 4.5$	None
37	$183.31 \pm 3$	None
38	$183.31 \pm 1.8$	None
39	$183.31 \pm 1$	182-185

 $f_s = 58.32388$  GHz $f_s = 58.44659$  GHz

Table 4. AMSU-A Channels for Passive Sensing (All in GHz)

<u>Channel No</u>	<u>Tuning Range</u>	<u>Allocation Band</u>
1	23.8	23.6-24
2	31.4	31.3-31.5
3	50.3	50.2-50.4
4	52.8	51.4-54.25
5	$53.596 \pm 0.115$	51.4-54.25
6	54.4	54.25-58.2
7	54.94	54.25-58.2
8	55.5	54.25-58.2
9	57.290344	54.25-58.2
10	$\text{Chan } 9 \pm 0.217$	54.25-58.2
11	$f_{10} \pm 0.048$	54.25-58.2
12	$f_{10} \pm 0.022$	54.25-58.2
13	$f_{10} \pm 0.010$	54.25-58.2
14	$f_{10} \pm 0.0045$	54.25-58.2
15	89	86-92

$$f_{10} = \text{Chan } 9 \pm 0.3222$$

Table 5. AMSU-B Channels for Passive Sensing (All in GHz)

<u>Channel No</u>	<u>Tuning Range</u>	<u>Allocation Band</u>
1	89	86-92
2	150	150-151
3	$183.31 \pm 1$	182-185
4	$183.31 \pm 3$	None
5	$183.31 \pm 7$	None

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>  <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>SECRET</b>	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>				<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER F04701-00-C-_____ (to be inserted at contract award)		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD) 99 08 19
	b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER F04701-99-R-0500	DUE Date (YYMMDD) 99 09 20		c. FINAL <i>(Complete Item 5 in all cases)</i>	Date (YYMMDD)
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's requested dated _____, retention of the identified classified material is authorized for the period of _____					
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE (to be inserted by offeror)		b. CAGE CODE (to be inserted by offeror)	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> (to be inserted by offeror)		
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>8. ACTUAL PERFORMANCE</b>					
a. LOCATION (to be inserted by offeror)		b. CAGE CODE (to be inserted by offeror)	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> (to be inserted by offeror)		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> National Polar-orbiting Operational Environmental Satellite System (NPOESS) Program Definition and Risk Reduction (PDRR)					
<b>10. THIS CONTRACT WILL REQUIRE ACCESS</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
e. INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(1) Sensitive Compartmented Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
k. OTHER <i>(Specify)</i>		<input type="checkbox"/>	<input type="checkbox"/>	Program Protection, Systems Security Engineering, and Product Security	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through (Specify):

NPOESS Integrated Program Office, E/IP Centre Building  
8455 Colesville Rd Ste 1450  
Silver Spring MD 20910

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance need for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidelines/extracts reference herein. Add additional pages as needed to provide complete guidance.)

- a) The Security Classification Guide for the NPOESS program, dated 30 Oct 96, shall be used for specific classification guidance until replaced by the NPOESS System Protection Guide.
- b) Annual review of this DD Form 254 is required. Next review date is \_\_\_\_\_ (12 months from contract award date).
- c) The NPOESS System Program Director, or designee, shall be responsible for providing any interpretation of this guidance.
- d) For Official Use Only (FOUO) marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act. For additional information, see the NPOESS System Protection Guide.
- e) Protection for classified and sensitive unclassified Automated Data Processing (ADP) will be handled as per the Program Protection paragraph of the Integrated Master Plan and the Integrated Master Schedule. EMSEC: The contractor shall not expend any resources until directed by the Contracting Officer, nor will classified information be processed or transmitted until IPO approval is granted for the equipment/system involved. The contractor shall apply EMSEC control measures to equipment processing or transmitting classified information only as specifically directed by the Contracting Officer. The contractor shall prepare a SPP for all AIS and other equipment used to process or transmit classified information and submit the SPP to the IPO. The SPP shall contain all information necessary for the government to perform necessary evaluation and certification.
- f) Security Requirements of the National Industrial Security Program (NISPOM) and Executive Order 12958 will be applied to this contract.
- g) Block 17.f. below: distribution includes SMC/AXP, 2420 Vela Way Ste 1467, Los Angeles AFB CA 90245-4659.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed)

☒ Yes ☐ No

Foreign disclosure will be governed by the appropriate regulations and negotiated Delegation of Disclosure Authority Letters (DDL). Per the provision of the NISPOM, the contractor will immediately report any cost savings or cost impacts to the cognizant security office. This information will be provided to the government as a "best business practice"

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  JOHN M. INMAN	b. TITLE  Contracting Officer	c. TELEPHONE (Include Area Code)  301/427-2084 x 162
d. ADDRESS (Include Zip Code) NPOESS IPO, E/IP Centre Building 8455 Colesville Rd Ste 1450 Silver Spring MD 20910		<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATION CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE		

**Past and Present Performance Questionnaire 05 AUG 99**  
**RFP F04701-99-R-0500**

**Background Information (for person filling out the survey):**

<b>Name:</b>	<b>Rank and Service, if Military:</b>
<b>Title:</b>	<b>Organization:</b>
<b>Phone (commercial, not DSN):</b>	<b>FAX:</b>
<b>E-Mail Address:</b>	<b>Dates of Involvement</b> <b>From:</b> _____ <b>To:</b> _____
<b>Mailing Address:</b>	

**Contract Information (for the contract involved):**

<b>Company Being Rated:</b>				<b>Contract Number:</b>					
<b>Division, if any:</b>				<b>Total Contract Value: \$</b>					
<b>Brief Description of Work:</b>						<b>Complete</b> <input type="checkbox"/>	<b>Ongoing</b> <input type="checkbox"/>		
<b>Award date:</b>	<b>End Item Description(s)</b> (In addition to describing end item deliverable, please indicate any significant products delivered in the past five years):								
<b>Major Design Milestones</b> (Ex: Preliminary or Critical Design Reviews - list only those which have occurred in the past 5 years):									
<b>Significant Testing Milestones</b> (Ex: Developmental, Acceptance, Integration, Operational, Flight Tests - list only that which has occurred in the past 5 years):									
<b>Cost:</b>	<b>Below Estimate</b> <input type="checkbox"/>	<b>On Target</b> <input type="checkbox"/>	<b>Above Estimate</b> <input type="checkbox"/>	<b>by %</b>	<b>Schedule:</b>	<b>Behind</b> <input type="checkbox"/>	<b>On</b> <input type="checkbox"/>	<b>Ahead</b> <input type="checkbox"/>	<b>by months</b>
<b>Signature:</b>						<b>Date:</b>			

Based on your knowledge of the contract identified above, please provide your assessment of how well the contractor performed on each of the following topics. Only performance in the ***past five years*** is relevant. (Please check the appropriate rating and comment on all responses other than those rated Satisfactory or N/A)

**Rating Definitions**

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Indicates performance clearly exceeded requirements. Area of evaluation contains few minor problems for which corrective action appears highly effective	Indicates performance exceeded some requirements. Area of evaluation contains few minor problems for which corrective action appears effective	Indicates performance clearly meets contractual requirements. The area of evaluation contains some minor problems for which the corrective actions appear satisfactory	Indicates performance meets contractual requirements. The area of evaluation contains a serious problem for which corrective actions have not yet been identified, appear only marginally effective, or have not been fully implemented	Indicates the contractor is in danger of not being able to satisfy contractual requirements and recovery is not likely in a timely manner. The area of evaluation contains serious problems for which the corrective actions appear ineffective	not applicable



## Part I. MISSION CAPABILITY

### A. IDPS/C3 Demonstrations and Architecture

1 Ability of demonstrations and simulations to predict performance requirements as verified by (check all that apply): <input type="checkbox"/> Flight Tests <input type="checkbox"/> Ground Tests <input type="checkbox"/> Simulations					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
2. Ability to design an efficient data processing architecture which accounts for all aspects of the user operational environment.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
3. Effectiveness of software development standards, procedures, methodologies, tools, facilities, and program specific implementation plans to provide a disciplined, systematic and managed approach to software development.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
4. Effectiveness of software system engineering capabilities including requirements flowdown to appropriate segments and components of the system.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
5. Ability to effectively reuse existing algorithm/software code.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					

### B. System Engineering and Program Execution

1. Total System Performance Responsibility [TSPR] effectiveness - how well the contractor managed [including subcontractors] and executed a program for which it had total responsibility.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
2. Effectiveness of system engineering capabilities including requirements flowdown to various segments and components of the system.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
3. Completeness of system documentation such as system/subsystem performance specifications (for example, the extent to which documentation enabled thorough assessment of final delivered product)					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable

Comment:					
4. Overall capabilities to design, develop, manufacture, test and deliver payload instruments, satellites, and ground distribution networks.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
5. Ability to work with government program office and to meet major milestones and delivery dates.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
6. Appropriateness of facilities (production, integration, test, etc.) and personnel (quantity, training, capability, etc.).					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable	
Comment:					

### C. Architectural Concepts

1. Ability to design a system architecture using cost-performance trade studies and analysis.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
2. Ability to identify all significant technical, cost, and schedule constraints early in program.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
3. Ability to understand the user requirements, achieve an appropriate level of user involvement, support, and responsiveness in design process.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
4. Extent to which the contractor took into account total life cycle costs early in cost/performance design decisions, whether associated with new development or a performance/reliability enhancement to an existing design.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					

### D. Risk Mitigation

1. Ability to plan and execute an effective incremental risk mitigation program from development to production to operation.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable

Comment:					
2. Ability of system to meet lifetime requirements (operating lifetime, storage, life cycle).					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					

## E. External Interfaces

1. Ability to plan and implement a process for interacting with system users.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
2. Ability to plan and implement a process for interacting with other system contractors.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					

## Part II. COST

1. Ability to anticipate, identify, and control cost growth.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
2. Ability to use a validated cost/schedule control system.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					
3. Submittal of accurate and timely financial reports and credible forecasts of future program costs.					
<input type="checkbox"/> Exceptional (Please Comment)	<input type="checkbox"/> Very Good (Please Comment)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal (Please Comment)	<input type="checkbox"/> Unsatisfactory (Please Comment)	<input type="checkbox"/> Not Applicable
Comment:					

### **Performance Survey**

The foregoing inquiry should have allowed you to provide us with a reasonable assessment of the way in which the subject contractor has performed on recent contracts. The following questions are intended to allow you an opportunity to expand on your evaluation and provide us with a more comprehensive understanding of company performance. Completion of this segment of the Questionnaire is optional.

### **PROGRAM EXECUTION**

1. Were products generally delivered when required contractually? If not, was the delay the result of contracting agency or contractor actions?

2. If schedule relief was provided by contract modification, did it result from scope change or from an overrun condition?

### **COST**

1. Did the total cost exceed initial contract value by more than 10%? Yes ☐ No ☐  
If so, by how much?

2. What proportion of increased costs were attributable to contracting agency actions (added scope, directed schedule mods, etc), rather than to development problems for which the contractor was responsible?

### **OVERALL**

1. If Award Fee contracts were used for the procurement, what percentage of available fee did the contractor earn in the periods before and following completion of the Preliminary Design Review? Critical Design Review?

2. What is considered to be an average percentage award fee bestowed by your organization for similar contracts?

3. Knowing what you do today, would you award this contract to this contractor again? Yes ☐  
No ☐

4. If you have any other comments that you would like to make (e.g. especially noteworthy performance, how to improve this survey, etc.) include them here also. Continue on another sheet, if necessary.

**SAMPLE Past Performance Questionnaire Tracking Record**  
**[TO BE ACCOMPLISHED BY OFFEROR]\***

[illegible]

# SAMPLE CROSS REFERENCE MATRIX

SOO	Section M	Section L		Vol. III	IMP	CDRL	CWBS
2.a), b), e), and f)	M-102(d)(1)	L-102(c)(1)	(A)				
			(B)				
			(C)				
			(D)				
			(E)				
2.a), b), c), d), e), f), g), h), j), k), l), m), and n)	M-102(d)(2)	L-102(c)(2)	(A)				
			(B)				
			(C)				
			(D)				
			(E)				
			(F)				
			(G)				
2.a), b), d), and f)	M-102(d)(3)	L-102(c)(3)	(A)				
			(B)				
			(C)				
2.a) and e)	M-102(d)(4)	L-102(c)(4)	(A)				
			(B)				
2.a), c), i), j), k), m), and n)	M-102(d)(5)	L-102(c)(5)	(A)				
			(B)				
			(C)				
			(D)				
			(E)				